Maisha DIAMOND TERMS AND CONDITIONS

This document provides a summary of the terms and conditions attached to the Maisha Diamond evacuation plans. All clients must confirm agreement to these terms and conditions before joining the scheme.

The Maisha Diamond plan is an EMERGENCY MEDICAL EVACUATION AND Repatriation expenses product. This is an annual contract between Aeroworx and AMREF Flying Doctors. In the product schedule, therefore, AMREF Flying Doctors (AFD) is liable for the annual fees due under the product.

Covered charges and benefits are provided for in this section in accordance with the selected Maisha Diamond plan type, the benefit tables and product conditions.

Except where otherwise limited or amended by the plan type, we will indemnify the member, subject to reasonable and customary charges, for the benefits detailed in this section (except where as otherwise limited by the plan type), for the provision of medically necessary treatment of new accidents or illnesses incurred by the member during the period of cover, after applying the appropriate excesses.

MEDICAL BENEFITS (HOSPITAL & RELATED SERVICES)

To pay medical, surgical, specialist’s fees, hospital, nursing home, nursing attendance charges, costs of physiotherapy, massage and manipulative treatment, surgical and medical requisites, up to but not exceeding in all the benefits level shown hereon (as per the benefit tables) in respect of such members as may have sustained accidental bodily injury or illness.

All these expenses to be necessarily incurred and arising from illness manifesting itself or accidental bodily injury occurring during the period of cover and incurred within 12 months of the date of accident or illness.

EMERGENCY MEDICAL EVACUATION AND REPATRIATION BENEFITS

Aeroworx and their medical advisors including but not limited to MSO International and the AMREF Flight Doctors reserve the absolute right to decide if the person’s medical condition is sufficiently “serious” to warrant emergency medical evacuation and/or repatriation. Aeroworx and their medical advisors shall also decide the place to which the member shall be evacuated and how the evacuation should be carried out, having regard to all the assessed facts and circumstances of which the Company is aware at the relevant time.

“Serious Medical Condition” means, for interpreting Emergency Medical Evacuation cover, a condition which, in the opinion Aeroworx or its authorised representatives, constitutes a serious or life threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment in order to avoid death or serious impairment to the members immediate or long-term health prospects. Unless agreed otherwise by Aeroworx it does not mean any circumstances in which the member can travel without a medical escort. The seriousness of the medical condition will be judged within the context of the member geographical location and the local availability of appropriate medical care or facilities.

Emergency medical evacuation: We will only pay for evacuation or repatriation arrangements if it is prior approved and authorised by our 24-hour emergency assistance center. We will pay in full the members’ reasonable transportation costs for him or her to be internationally evacuated for inpatient treatment if the treatment he or she needs is covered under the Policy and is recommended by his or her doctor for medical reasons and is not available locally. This must be approved in advance by the 24-hour Emergency Assistance Centre. We will only pay for the evacuation of the person requiring the treatment to the nearest appropriate international medical facility in Kenya or South Africa where the treatment is available.

Repatriation: We will pay the expense necessarily and unavoidably incurred in returning the member to the nearer of the home country or usual country of residence following Emergency Medical Evacuation provided that such additional costs are medically necessary and approved in advance by Aeroworx or its medical advisors. We will also pay reasonable transportation costs for one other person to travel or remain with the member during evacuation when this is considered necessary for medical reasons.

Repatriation of mortal remains: We will pay the expense of preparation and air transportation of the mortal remains of the member from the place of death to the nearer of the Home Country or usual country of residence, or the preparation and local burial of the mortal remains of a member who dies outside their Home Country, Country of Residence or from where the evacuation took place. For this clause ‘local’ means within the country where the member died.

WAR AND TERRORISM EXTENSION

Notwithstanding any provision to the contrary within this product, or any endorsement thereto, it is agreed that this product is extended to include any bodily injury and medical expenses directly or indirectly caused by, resulting from, or in connection with any of the following:

- War, hostilities or warlike operations (whether war be declared or not)
- Invasion
- Act of enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs
- Civil war
- Riot
- Rebellion
- Insurrection
- Revolution
- Overthrow of the legally constituted government
- Civil commotion assuming the proportions of, or amounting to, an uprising
- Military or usurped power
- Explosion of war weapons
- Murder or Assualt subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not
- Terrorist activity

Always provided

That the Person is not actively participating in any, or all of 1 to 14 above, and

That none of 1 to 14 above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined, and

For the purpose of this extension:

Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not to be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxin(s)), which are capable of causing incapacitating disablement or death amongst people or animals.
LIMITED WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary herein, this product does not cover loss consequent on:

War, whether declared or not, between any of the following countries, namely China, France, the United Kingdom, the Russian Federation and the United States of America, or

Civil war

any enforcement action by or on behalf of the United Nations

in which any of the counties stated in (a) above or any armed forces thereof are engaged.

Requirements for the Policy to be activated:

• When a member has been admitted to a medical facility and it is established through Doctor to Doctor consultation that the current treating facility is not capable of providing adequate medical treatment then the policy will be activated.

• The evacuation and/or repatriation of a member shall be deemed necessary if a qualified Aeroworx employed medical practitioner in conjunction with MSO International and their appointed Agent –

• Determines that the member is suffering from a life or limb threatening and is likely to be totally disabled.

• Certifies that the member should be evacuated because local facilities are inadequate for the treatment of his condition or his recovery will be substantially expedited thereby.

• Coverage hereunder is only activated in the event relevant and appropriate treatment is not available locally. i.e. if the member lives in Nairobi and suitable medical treatment is available in Nairobi the member will not be evacuated and therefore will not receive emergency medical expenses.

Definition of a Medical Evacuation:

Serious Medical Condition means, for interpreting Emergency Medical Evacuation, is an accident or sudden illness which, in the opinion Aeroworx or its authorised representatives, constitutes a serious or life threatening medical emergency requiring immediate evacuation to obtain urgent remedial treatment to avoid death or serious impairment to the members immediate or long-term health prospects.

Unless agreed otherwise by Aeroworx it does not mean any circumstances in which the member can travel without a medical escort. The seriousness of the medical condition will be judged within the context of the member geographical location and the local availability of appropriate medical care or facilities.

Product guidelines:

The product is available to Nationals, Residents and Expats living or traveling within the defined region of cover.

The product covers the cost of the Emergency Evacuation and Hospital related costs Hospital Related Costs' means all costs payable to a hospital and doctors’ fees which are related and incidental to a Medical Evacuation which shall be limited to pay medical, surgical, specialist’s fees, hospital, nursing home, nursing attendance charges, costs of psychotherapy, massage and manipulative treatment, surgical and medical requisites, up to but not exceeding in all the benefits level shown hereon (as per the benefit tables) in respect of such members as may have sustained accidental bodily injury or illness.

The product will cover the following:

Evacuation and medical expenses for all product members based in Ethiopia, South Sudan, Uganda, Rwanda, Tanzania, Burundi and Kenya.

Members in countries surrounding Kenya will be evacuated to Nairobi or if suitable medical facilities are not available in Nairobi the member will be evacuated to South Africa.

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