

# Maisha DIAMOND TERMS AND CONDITIONS

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

The Maisha Diamond plan is an **Emergency Medical Evacuation and Hospitalization** 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. Cover charges and benefits are provided for in this section in accordance with the selected Maisha Diamond plan type, the benefit 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 centre. 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.

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**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 Assault 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 escaping 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 CLAUSE WAR EXCLUSION

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 War in Europe, whether declared or not, other than Civil war.

Any enforcement action by or on behalf of the United Nations in which any of the countries 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 physiotherapy, massage and manipulative treatment, surgical and medical requisites, up to but not exceeding in all the benefits level shown hereon (as per the benefits) 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.

Due to the high level of Hospital care and facilities in Nairobi, members within the Great Nairobi Metropolitan Region, will only be entitled to the benefits of the product if suitable medical facilities are not available in Nairobi and they are then evacuated to South Africa for medical treatment or if the accident / illness happens while they are traveling outside of the Great Nairobi Metropolitan Region within the defined territories covered under the product.

## PRE-EXISTING CONDITIONS

The Maisha Diamond plan does not cover the treatment of pre-existing conditions or any costs arising from the treatment or the medical evacuation of pre-existing conditions. A pre-existing condition means any disease, illness or injury for which you have received medication, advice or treatment, or for which you have experienced symptoms, whether diagnosed or not, at any time before the date on which your plan starts.

After 6 months continuous cover, pre-existing conditions will become eligible for benefit, subject to the terms and conditions of your plan, provided you have not consulted any medical professional for treatment, check-ups, or advice, or taken any medication, or had to follow any special diet, or suffered any symptoms for that medical condition or for any related condition, for a continuous period of 180 days.

## COVID-19 COVERAGE

Aeroworx will pay up to a maximum of \$10,000 for Covid-19 in hospital medical treatment subject to 6 months waiting period.

This plan does cover any claim in any way caused by or resulting from:

1. Coronavirus disease (COVID-19);
2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
3. any mutation or variation of SARS-CoV-2;
4. any fear or threat of 1), 2) or 3) above.

Aeroworx will pay up to a maximum of \$10,000 for Covid-19 in hospital medical treatment. Cover for Medical expenses resulting from a) b) and c) above is covered in respect of named persons as declared who can provide proof of full vaccination with a World Health Organisation approved vaccine. Evidence of vaccination must be provided prior to any evacuation or medical treatment. All vaccinations are required to have been administered within the specified guidelines of the vaccine manufacture. Final / second doses must have been issued 14 days prior to the date of a positive test.

## EXCLUSIONS

- Children under 14 days of age.
- Congenital defects and deformities in respect of children under three years of age.
- Self-inflicted injury while sane, treatment of alcoholism, drug addiction, allergy, nervous or mental disorder, or venereal disease.
- Rest cures, sanatorial or custodial care or periods of quarantine or isolation.
- Cosmetic or plastic surgery unless necessitated by accidental bodily injury occurring while insured.
- Dental examination X-rays, extractions, fillings and general dental care except as a result of accidental injury; supplying or fitting of eyeglasses or hearing aids except as a result of accidental injury.
- Examinations for check-up purposes not incidental to, or necessary to diagnose illness or accidental bodily injury, general health examinations.
- Any disability, condition or illness which orientated prior to the effective date of an Insured Person's inclusion hereunder until a period of 180 days has elapsed during which the Insured Person has neither received nor required any treatment for the said disability, condition or illness.
- Winter Sports, Mountaineering (normally involving ropes/guides).
- Pregnancy, childbirth, miscarriage or any disorder of the reproductive system. Pregnancies to be covered for emergencies only, excluding losses arising from childbirth, pregnancy or any medical complications resulting therefrom incurred within 2 months of the estimated delivery date
- Maximum age 70 Years.
- The Maisha Diamond Product covers members in the following Countries: Kenya, Ethiopia, South Sudan, Uganda, Rwanda, Tanzania, Burundi.
- The Diamond policy covers the emergency evacuation and hospital related costs, to the predefined limits for the member ONLY because of a medical evacuation.



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