



NAMDEB MEDICAL AID SCHEME RULES



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1. **NAME.**

The name of the Scheme shall be NAMDEB MEDICAL AID SCHEME hereinafter referred to as “the Scheme”. The Namdeb Medical Aid Scheme shall include all members from the following **participating** employers, subject to the approval of the Trustees;

- i) De Beers Namibia (Pty) Ltd.
P.O. Box 231323, Windhoek, Namibia.
- ii) Namibia Diamond Trading Company (Pty) Ltd.
P.O. Box 23316, Windhoek, Namibia.
- iii) De Beers Marine Namibia (Pty) Ltd.
P.O. Box 23016, Windhoek, Namibia.
- iv) Namdeb Diamond Corporation (Pty) Ltd.
P.O. Box 1906, Windhoek, Namibia.
- v) Any participating employer company not included in the above which had been approved by the Trustees.

2. **OBJECTIVES.**

In these rules, words and expressions defined in the Medical Aid Funds Act (Act no. 23 of 1995) bear the meanings thus assigned to them and, unless inconsistent with the context.

3. **LEGAL PERSONA.**

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

4. **REGISTERED OFFICE.**

The Registered office of the Scheme shall be the offices of **NAMDEB DIAMOND CORPORATION (PTY) LTD**, 10th floor Namdeb Centre, Dr. Frans Indongo Street in Windhoek, but the Trustees shall have the right to transfer such office to any **location**, should circumstances so dictate.

5. **DEFINITIONS**

In these rules, words and expressions defined in the Act bear the meanings thus assigned to them and, unless inconsistent with the context, all words and expressions purporting the masculine gender shall include the feminine; a word signifying the singular number shall include the plural and vice versa; provided no

rule is inconsistent with the said Medical Aid Funds Act (Act 23 of 1995); and the following expressions shall have the following meanings:

- 5.1 **“Act”**
Shall mean the Medical Aid Funds Act (No.23 of 1995), as amended, and the regulations framed thereunder;
- 5.2 **“Administrator”**
The person, body, or entity appointed by the Trustees in terms of rule 22.3.3;
- 5.3 **“Admission date”**
The date on which an employee of the participating companies becomes a member of the Namdeb Medical Aid Scheme;
- 5.4 **“Adult Dependant”**
A Member’s child (including any stepchild or legally adopted child) who has reached the age of 18 years but is not aged over 21 years, who is unmarried, not self-supporting, not a member or a dependant of any other Medical Scheme or PSEMAS, not in receipt of a regular income of more than N\$450 (Four hundred & fifty) per month. The Dependant will remain registered on the scheme until the age of 21, provided that the Member submit an affidavit confirming the employment and income status of the adult Dependant each year.
- 5.5 **“Area of Service”**
Shall refer to the geographical area where the Scheme will defray the expenses of a member for healthcare services in countries other than Namibia, provided that if a member is residing in a country other than Namibia, the Scheme will defray the healthcare expenses of that member in that country of residence at Namibian medical aid tariffs and Namibian currency;
- 5.6 **“Annual Limit”**
The maximum benefit to which a member and his registered dependents are entitled in terms of these rules;
- 5.7 **“Approval”**
Shall mean prior written approval of the Trustees;
- 5.8 **“Authorisation”**
The authorization given by or on behalf of the Scheme, where such authorization is required by these rules and where application for such authorization has been made or on behalf of a beneficiary for access to the relevant healthcare service or benefit;
- 5.9 **“BHF”**
Shall mean the Board of Healthcare Funders of Southern Africa;

- 5.10 **“Benefits”**
Shall refer to the benefits provided for under The Scheme;
- 5.11 **“Benefit Accumulator”**
Shall have the meaning as stipulated below:
Benefits awarded to Members claiming less than a threshold limit in terms of their day-to-day benefits, and who may build up an amount within the Benefit Accumulator Account which may be utilized to pay for the cost of additional medical services. The threshold limits are allocated annually to members on option 1.
- 5.12 **“Calendar year”**
Shall mean a financial year, which is a twelve-month period, calculated annually from 1 January to 31 December;
- 5.13 **“Minor Child”**
Shall mean a member's child, stepchild, or legally adopted child, who is under the age of 18 years, who is unmarried and who is not a member or dependant of a member of any other registered medical scheme and who is not self-supporting, but no person may be admitted as a member or dependant of the Scheme if such person participates in the medical aid arrangement provided by the Government of Namibia (PSEMAS);
- 5.14 **“Continuation member”**
A member of an employee group who retains his/her membership of the Scheme if he/she retires or if his/her employment is terminated by his/her employer or by him-/herself with the consent of his/her employer on account of age, ill health or any other disability;
- 5.15 **“Contribution”**
Means the portion of the membership fee (whether in whole or in part) payable by a Member or Continuation member and/or by an Employer or any other person (on behalf of such Member or Continuation Member), in accordance with the Rules;
- 5.16 **“Date of service”**
- 5.16.1 In the event of a consultation, visit or treatment by a general practitioner dentist or specialist, the date on which each consultation, visit or treatment occurred, whether for the same illness or not;
- 5.16.2 In the event of an operation, procedure or confinement, the date on which each operation procedure or confinement occurred;
- 5.16.3 In the event of hospitalization, the date of each discharge from a hospital or Nursing home, or dates or cessation of membership, whichever date occurs first;

5.16.3 In the event of any other service or requirement, the date on which such services was rendered or requirements obtained;

5.17 “Designated Service Provider (DSP)”

Means a provider of healthcare services at an agreed rate, thereby providing members with the option to elect utilization of same with a view of achieving a saving in benefits or reduced co- payment and out-of -pocket-expenses;

5.18 “Dependant”

The following persons are regarded as dependants:

5.18.1 The spouse or life-partner of a member who is not simultaneously registered as a member or dependant of another registered medical fund/scheme in terms of the Medical Aid Funds Act no.23, of 1995 (including the Public Service Medical Aid Scheme PSEMAS). The principal member will only be allowed to register one spouse or an approved life-partner.

5.18.2 Any minor child (including any stepchild or legally adopted child) of such member who is not self-supporting and who is not a member or a dependant of a member of any other Medical Scheme or PSEMAS. minor child;

5.18.3 A member's adult Dependant over 18 years but not over the age of 25 years and who is:

5.18.3.1 Unmarried, not self-supporting, not a member or a dependent of any other Medical Scheme or PSEMAS, not in receipt of a regular income of more than N\$450 (Four hundred & fifty) per month. The Dependant will remain registered on the scheme until the age of 21, provided that the Member submit an affidavit confirming the employment and income of the adult Dependant each year.

5.18.4 A special dependant of the member who is dependent on the member owing to mental or physical impairment or similar cause;

5.18.5 The legally adopted minor child of the member's spouse, or the minor grandchildren legally adopted by the member and provided that the child is not in receipt of a regular remuneration of more than N\$ 450 per month and provided that the necessary proof and application has been submitted to the Trustees.

5.18.6 A full-time student at a registered institution until such Student reaches the maximum Age of 25, provided that such student shall only be a dependent until the end of the calendar year in which he/she turns 25, and provided that for the duration of the Full Time Studies written proof of such studies is given to the Scheme annually before 31st March of each year; provided further that if no proof of studies is received before the said date of 31st March, the person will automatically cease being a Dependent.

5.19 **“Diagnostic examination”**

An examination which takes place by means of an incision or the insertion of an instrument or by diagnostic means such as colorants or radioactive markers. The following non-surgical examinations are included, MRI or CT scans;

5.20 **“Electronic Data Interchange”**

Means the transfer of information electronically, including the submission of claims as per the requirements and specifications set down by the Board and/or its appointed non-healthcare Service Providers;

5.21 **“Emergency Admission”**

Shall mean an admission to a hospital or clinic or other in-patient facility which is medically necessary as a consequence of a rapid or sudden or unexpected deterioration in health requiring immediate medical attention in order to avoid an imminent threat to life, limb and/or organ function;

5.22 **“Employee”**

A person in the full-time service of the employer in a category agreed upon between the employer and the Trustees;

5.23 **“Employer”**

Means participating employers listed under paragraph 1 of these Rules;

5.24 **“Emergency medical condition”**

The sudden and, at the time unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's life in serious jeopardy;

5.25 **“Exclusions”**

Shall mean a period determined by the Scheme of up to twelve (12) months applicable to new members joining the Scheme, the exclusion may not be imposed in terms of the Medical Aid Funds Act no. 23, of 1995, when a person:

(i) has been a member of any other registered fund for a continuous period of at least two years and whose application for membership of the first-mentioned scheme is necessitated by his or her changing of employment: or

(ii) has, for a continuous period of not less than two years, been a dependant of a person who, during that period, has been a member of that fund or any other, and who applies within three months after the date on which he or she ceased to be a member of such other fund or a dependant of a member of that fund or such other fund, as the case may be, to become a member”

Should the person not qualify for guaranteed membership as a continuation member in terms of Medical Aid Funds Act, the member will receive other benefits but will not be able to claim for any incurred medical expenses during this period for which an exclusion was implemented. The person will be informed in writing at date of joining the Scheme of any such conditions;

5.26 “Financial Year”

Means the financial year of the Fund, commencing on 01 January and ending on 31 December each year;

5.27 “Fees”

Means fees payable by the Fund for administration services, any other services rendered, or such other fees to Associations as set out in the Act or not, as amended from time to time, and Regulations thereto, or any other Legislation;

5.28 “Fund”

Means any business carried on under a Fund established with the object of providing financial or other assistance to members of the fund and their dependents in defraying expenditure incurred by them in connection with the rendering of any medical service, but does not include any such fund or scheme, which has been established in terms of an insurance policy.

5.29 “Fund Income” or “Scheme Income”

Means the income of the Scheme which includes the members’ contributions and accumulated savings if applicable plus investment income, less claims, administration fees and operational expenses;

5.30 “Full Time Studies”

Means academic or vocational studies that are undertaken at a registered institution, studies of a part-time nature or internship will be submitted to the Board for approval.

5.31 “General Practitioner”

Specialist, dentist or medical “auxiliary”, means a person registered as such with the appropriate profession’s board;

5.32 “General Waiting Period”

Shall mean a period of three (3) months applicable to new members including their dependants on the Scheme, who fail to apply for membership within 30 days in terms of rule 7, during which period a member will not be entitled to access benefits for a period of three months. The member will be informed in writing at date of joining of such waiting periods. , the waiting periods may not be imposed in terms of the Medical Aid Funds Act no. 23, of 1995, when a person:

(l) has been a member of any other registered fund for a continues period of at least two years and whose application for membership of the first-mentioned scheme is necessitated by his or her changing of employment: or

(ii) has, for a continuous period of not less than two years, been a Dependant of a person who, during that period, has been a member of that fund or any other, and who applies within three months after the date on which he or she ceased to be a member of such other fund or a Dependant of a member of that fund or such other fund, as the case may be, to become a member”

5.33 “Healthcare Consultants”

Means a person registered with the Registrar who is neither a fund or administrator, nor employee of a fund or administrator, whose functions relate specifically to the medical aid industry and who provides advisory and consulting services to members of participating funds;

5.34 “Income”

5.34.1 The basic monthly income, salary or wage (excluding special allowances while holding an active position as a full time employee, fix term contractor employee, including bonuses, overtime pay, travel expenses, or any other allowances whatsoever).

5.34.2 The Board reserves the right to obtain written confirmation or certification from the Employer that the salaries of the Employees are correct. The Employer undertakes to notify the Board of any changes to income within twenty-one (21) days of the effective date.

5.34.3 In the case of a pensioner or continuation members, income will be determined as the final income for the last month of active employment and may be adjusted annually by the criteria set by the Board as per 5.34.3.2

5.34.3.1 In respect of a continuation member the total of:

5.34.3.2 Monthly contributions in respect of continuation members shall be calculated on the rate applicable to him/her immediately prior to becoming a continuation member and will be increased annually in line with general contribution increases as per 13.5;

5.34.3.3 The monthly income of the continuation members will be adjusted annually effective from the Scheme's contribution rates for the next benefit year and with a percentage increase equal to minimum CPI (Consumer Price Index) of January each year or as may be determined. The increase will coincide with the general contribution increases as per rule 13.5;

5.34.3.4 In respect of a surviving Spouse - the principal Member's monthly income as at the time of death will be adjusted annually effective from the Scheme's contribution rates for the next benefit year and with a percentage increase equal to minimum CPI (Consumer Price Index) of January each year or as may be determined. The increase will coincide with the general contribution increases as per rule 13.5.

Income, as defined above, shall be declared annually on request by the Scheme. In the event that a Member does not comply with the request, his income category will be deemed to be the highest category of salary band;

5.35 “Life Partner”

Means a person who shares a common household or common household expenses and is in a permanent relationship with the member for at least two years before the date of application to register as life partner. Such relationship to be confirmed by an affidavit from the member;

5.36 “Medical Advisor”

A person deemed to be qualified as a medical advisor or practitioner or specialist, who is registered with a recognized professional Association such as the Board of Health Funders in the Republic of South Africa, the Medical and Dental Council or the Namibian Association of Medical Aid Funds, Health Professionals Council of Namibia and is entitled to provide medical expertise on matters referred to that medical advisor;

5.37 “Medical service”

Means any health care treatment of any person, by a person registered in terms of any law, which treatment has its object:

- a) The physical or mental examination of that person;
- b) The diagnosis, treatment or prevention of any physical or mental defect illness or deficiency;
- c) The giving of advice in relation to any such defect, illness or deficiency;
- d) The giving of advice in relation to or treatment of any condition arising out of pregnancy;
- e) The prescribing or supplying of any medicine, appliance or apparatus in relation to any such defect, illness or deficiency or a pregnancy;
- f) Nursing or midwifery;
- g) The supply of accommodation in a hospital or health facility referred to in section 1 of the Hospitals and Health Facilities Act, 1994 (Act 36 of 1994) or any other institution where surgical or other medical activities are performed, if such accommodation is necessitated by any physical or mental defect, illness or deficiency or by a pregnancy; and
- o) Any other matter as may be determined by the Registrar on the recommendation of the Association;

5.38 “Member”

5.38.1 A person whose application for membership has been accepted by the Trustees and his membership fees is fully paid in accordance with these rules, with the understanding that a minor may also be a member and may, without assistance if he/she has attained the age of 16 years, or assisted by his/her parent or guardian if he/she is under that age, execute all necessary documents and give all necessary guarantees;

5.38.2 Should a member of the Namdeb Medical Aid Scheme resign from the Scheme while staying in the employ of one of the participating employers, he/she will not be allowed to rejoin the Scheme within one (1) year from date of last contribution received. Such person will further only be allowed to rejoin the Scheme under the same Option he used to be a member of before he left the Scheme and will be subject to proof of insurability;

- 5.39 **“NAMAF”**
The Namibian Association of Medical Aid Funds established in terms of section 10 of the Medical Aid Funds Act;
- 5.40 **“NAMFISA”**
Means the Namibia Financial Institutions Supervisory Authority;
- 5.41 **“Operation”**
A surgical procedure by means of an incision on the body under local, regional or general anesthetics for the purpose of correcting a disease or body defect;
- 5.42 **“Options”**
The Scheme offers two options: Option 1 and Option 2.

As of 01 April 2019, no new members will be permitted to join Option 2;
- 5.43 **“Pharmaceutical Benefit Management Programme”**
- 5.43.1 Means the management of medicines prescribed for periods longer than three months for which Members must apply for in the prescribed manner;
- 5.43.2 Where medicines are covered under Prescribed Medicine e.g. prescribed medicines for acute and or chronic medicine benefit under any of the respective benefit options shall include generic, branded and Homeopathic Remedies as may be prescribed under the evidence based Industry Medicine Formulary;
- 5.44 **“Pre-Authorisation”**
Means that the Member must obtain the necessary authority for benefit entitlement in advance of treatment being rendered (except for any hospital emergency admission) and including procedures for those medical conditions as specified in the Rules;
- 5.45 **“Pre-existing Condition”**
Means any illness or condition for which medical advice, diagnosis, care or treatment was recommended or received prior to an application for membership was made by the member , on which a member or dependent will have a maximum 12 month exclusion period.
- 5.46 **“Prescription”**
Means all the medicine a person who is legally entitled thereto, prescribes at one time for another person for the condition under treatment, provided that such prescription shall not exceed one month's supply unless approved in accordance with clinical protocols;

5.47 “Premiums”

Means the amount calculated on the basis as set out in the Scheme rules and payable as membership fees to the Scheme;

5.48 “Pro-rated benefits”

5.48.1 Means day-to-day benefits allocated as per the Scheme’s benefit year from 1 January to 31 December of each year. Any member and/or Dependant excluding deceased members or newborn babies that join or resign from the Scheme during the course of the year will receive pro-rated benefits on all day to day benefits. Members who resigned from the Scheme during a benefit year will not be held accountable and required to reimburse the Scheme for benefits that have been fully utilized upon resignation.

5.48.2 The pro-ration of the day-to-day benefits will be calculated based on the number of months within a benefit year that the member and/or Dependant is on the Scheme;

5.49 “Principal Officer”

Shall be the person appointed by the Board, provided that such a person is a fit and proper person to hold such office;

5.50 “Recommended Benchmark Tariff”

Means the recommended scale of benefits published by the Namibian Association of Medical Aid Funds from time to time and subsequently adopted by the Namdeb Medical Aid Scheme as the Scheme benchmark tariffs from time to time;

5.51 “Registrar”

The Registrar of Medical Aid Funds appointed under section 3 of the Medical Aid Funds Act, or any other staff member designated to act as Registrar under that section;

5.52 “Risk Transfer cover”

Means the insurance risk cover obtained by the Scheme from an Insurer registered with NAMFISA in order to prevaricate the Potential risk and associated liability of excessive medical claims on the financial position of the Scheme.

The risk transfer cover shall be included in the normal monthly contribution of the benefit option. Risk Transfer Insurance options will be underwritten by a registered a Risk Insurer and or broker;

5.53 “Rules”

The rules of the Scheme as approved by the Registrar and shall include the by-laws, annexures and any other provisions relating to the benefits that may be granted or the contributions that may become payable in terms of a resolution adopted in general meetings by the Trustees, subject to the Registrar’s approval;

5.54 “Scale of benefits”

Means the recommended guide to benefits as determined from time to time by the statutory body of medical aid funds, namely the Namibian Association of Medical Aid Funds;

5.55 “Scheme”

The Namdeb Medical Aid Scheme, the conditions of which are set out in these rules;

5.56 “Special dependent”

Adult Dependant, over the age of (21) years, who is unmarried, not self-supporting, and is physically or mentally impaired and is not a member or Dependant of another Medical Aid Fund, who resides with the member or at an institution. Who, on application to the Trustees and subject to the rendering of a medical certificate is recognized as a special dependent.

5.57 “Supplier of medical services”

Which will mean –

- a) a health facility or hospital as defined in section 1 of the Hospitals and Health Facilities Act, 1994 (Act no. 36 of 1994); and as amended thereafter,
- b) a person who is registered and authorized to practice under the:
 - ii) Allied Health Services Profession Act, 1993 (Act 20 of 1993)
 - iii) Medical and Dental Professions Act, 1993 (Act 21 of 1993);
 - iv) Pharmacy Profession Act, 1993 (Act 23 of 1993);
 - v) Nursing Professions Act, 1993 (Act 30 of 1993).
 - vi) Medicines and Related Substance Control Amendment Act 2000 (Act 19 of 2000)
- c) a healthcare provider registered in terms HPCNA (Health Professions Council of Namibia);
- d) a healthcare provider registered in terms of HPCSA (Health Professions Council of South Africa holding a practice number registered with BHF;
- e) a healthcare provider registered with NAMAFA (Namibia Association of Medical Aid Funds) and holding a practice in Namibia;

5.58 “Surgical procedure”

The placement or removal of temporary or permanent medical equipment, e.g. catheters or drainage tubes;

5.59 “Suspension”

Means an action instituted against a member by the Scheme during which all rights of the member and or beneficiary is temporarily withheld until reinstated by the Scheme. A suspension of the rights obtained as a result membership does not imply the termination of the relationship between the Scheme and the member, unless the agreement is explicitly terminated in writing by either party, in which case the respective parties will retain their obligations as acquired before termination;

5.60 “Terminated membership”

Trustees may terminate the membership of a member or dependant whom has been found contravening the rules and provisions of the Scheme;

5.61 “Trustee”

A member elected or appointed to the Board by the participating Employer or elected by the Employees or Continuation Members in terms of Rule 21.1 and 21.2 of these Rules of the Scheme;

6. MEMBERSHIP.

Only the following persons shall, subject to the stipulations and conditions set out in these Rules, be entitled to membership and receive Benefits under the Scheme: Employees of Participating Employers as defined in clause 5.21, their dependants and Continuation Members from a date as determined, by the Trustees.

6.1.1 When applying for membership, an employee shall complete and submit to the Scheme the application form required by the Scheme setting out details of him- /herself and the dependents he/she elects to register.

6.1.2 The following categories of members shall not be admitted to membership of the Scheme as new members:

6.1.2.1 An employee, who, by virtue of his previous occupation, is a continuation member of another Medical Scheme and chooses to remain so, or an employee who is registered as a dependent of a member of any other medical Scheme, will not be accepted as a member of the Namdeb Medical Scheme. A

6.1.2.2 Employees who have reached the age of 50 years.

6.1.2.3 A person who is a member or Dependant of the Public Service Employees Medical Aid Scheme (PSEMAS) or any other registered medical aid fund may not become a member of the Scheme or be the Dependant of such a member.

6.1.3. Every member shall, in respect of him-/herself and his/her dependents, furnish satisfactory evidence of age, together with such other information as the Trustees may require.

6.1.4 An employee who is a registered spouse/life partner of a member of the Namdeb Medical Aid Scheme and who chooses to join as a principal member must apply in writing to become a principal member from the beginning of a benefit year starting 01 January. Such application shall be subject to approval by the Board.

A member who chooses to join in this manner shall not be able to register current registered dependants.

- 6.1.5 Fixed term contractors' employees should apply to join the Scheme in terms of the provisions of the rules to join, and may be allowed to join the Scheme for the full period of the term of contract with the participating employer groups. Such members must join the Scheme from the first day of the fix term contract and remain a member for the full term of the contract. Resignations of fix term contractors from the Scheme will only be accepted upon submission of proof of cover of another medical aid fund.

Should the member join or resign from the Scheme during a benefit year, the benefit provisions will be pro-rated from the time of joining and only up to the date of resignation or termination of contract. The member's contract period will be loaded onto the Scheme's administration system at the time of joining. The member will be informed of such condition, in writing at time of joining the Scheme and benefits shall automatically be calculated on a pro-rated basis;

- 6.1.6 Students and continuation members who reside in South Africa and members who undergo medical treatment in South Africa, will enjoy the full benefits of the Scheme in terms of the Rules of the Scheme;

- 6.1.7 After consideration of the application for membership (including the applicant's compliance with Rule 6.1.3) the Trustees may limit or exclude benefits in respect of a particular disease, disorder, condition or disability for which a member or dependant has received medical advice, diagnoses, care or treatment as recommended, prior to an application for membership being made by the Member.

6.1.7.1 No such limitation or exclusions in respect of congenital ailments or conditions shall be imposed on a child born into the Scheme or a New Employee transferred from within the Participating Employers Group of Companies.

6.1.7.2 Any such exclusion confirming the illness and the period of time of such exclusion or waiting period shall be confirmed in writing by the administrator of the Scheme and issued to the member.

7. DEPENDANT OF AN EMPLOYEE.

7.1 A Member who chooses to register a Dependent and/or Dependants must apply in writing to the Fund within the following time periods for the registration and inclusion of such Dependant(s) in his/her membership:

7.1.1 The date on which he applies for membership as a member if, on that date, he has dependants; or

7.1.2 The date of his marriage, if such date occurs after he has become a member;

7.1.3 The date of birth of any child/ren or the date of legal adoption, if children are born or legally adopted after the commencement of membership; or

7.2 If application to include a dependent is made on a date later than that mentioned in rule 7.1 such application is subject to proof of insurability.

7.3 Dependants registered at a date later than 30 days from the date of membership, if he/she prior to the date of application does not belong to any other medical scheme or Psemas, will receive a general waiting period for a period of three (3) months and an exclusion to a maximum of 12 months on pre-existing illness conditions subject to a medical report.

7.4 Dependents terminated from membership during a benefit year will only become eligible for re-registration in the beginning of the following benefit year starting 1 January subject to approval by the Board.

7.5 An exclusion of existing illness conditions of 12 months and a general waiting period of 3 months shall be imposed on spouses and dependents of members opting not to cover them under the Namdeb Medical Aid Scheme at the first possible date and then joining later. The exclusion on pre-existing conditions shall not be applicable to newlywed spouses and newborn children that are registered within 30 days from wedding or birth.

7.6 The registered dependents of a member shall be entitled to the same benefits as the member provided that the dependent is registered within the period set in Rule 7.1 and 7.3.

8. **CONTINUATION MEMBERS.**

8.1 A member shall, without prejudice to the provisions of section 30 (2) of the Act, in the event of his retiring from the service of his employer or his services being terminated by his employer on account of age, ill-health or other disability, retain his membership of the Scheme as a continuation member. Provided that such member had been, at the date of his retirement or termination of employment, a member of the Scheme for a continuous period of not less than two years including the years in other medical schemes as recognized by NAMFISA.

8.2 Such member shall be notified by the Scheme of his right to continue his membership and of the contribution payable from the date of retirement or termination of employment. The member shall then automatically continue to be a member unless he informs the Scheme, in writing, of his desire to terminate his membership. Such member's membership shall continue until he/she becomes a member of another registered medical scheme, or fails to pay the contribution payable by him/her for a period of 60 days or more.

8.3 A continuation member shall be entitled, in respect of him-/herself or of his dependants, if any are registered as such at the time of the member becoming a continuation member, to all the benefits provided for in terms of these Rules and shall be eligible to serve as a Trustee in terms of Rule 21.2.

8.4 A continuation member shall be allowed to add additional dependants, and all new additions will be done in accordance with the provision of rule 7: on registration of dependents. The following categories of dependents shall not be admitted to membership of the Scheme as new dependants:

8.4.1 Spouse Dependants who have reached the age of 65 years.

8.4.2 A person who is a member or Dependant of the Public Service Employees Medical Aid Scheme (PSEMAS) or any other registered medical aid fund/scheme.

8.5 The contribution payable by a continuation member shall be paid monthly in advance. If payment of the contribution or such part thereof payable by the continuation member is not made within sixty days of the date when it is due and no satisfactory explanation is submitted to the Trustees, he/she shall cease to be a continuation member with effect from when the contribution is due.

8.6 A person who has ceased to be continuation member in terms of the rules will not regain membership, save at the discretion of the Trustees.

8.7 A continuation member who resigns from the Scheme will not be re-admitted as a member or dependent of a member of the Scheme.

9. DEPENDANTS OF DECEASED MEMBERS.

9.1 If the membership of a member or continuation member ceases as a result Of his/her death, the employer or, in the case of a continuation member, a Dependant or his/her representative, must inform the Scheme accordingly. Benefits in respect of such member's registered dependants shall, without prejudice to the provisions of section 30 (2) of the Act, be continued under the scheme on condition that:

9.1.1 The eldest of such dependants is registered as the principal member, and the premiums are adjusted according to the number of surviving dependants and will be based on the deceased principal Member's monthly income as at the time of death as adjusted in terms of 5.34 or any resolutions by the trustees.

9.1.2 Such a dependant will remain a member until he/she becomes entitled to membership, or is accepted as a dependant of a member, of another registered fund or in the case of a special dependant, reaches the maximum age of 21 or reaches the maximum age of 25 in the case of a full time student, whichever occurs last.

9.1.3 The adjusted premiums are paid to the Scheme without interruption.

9.1.4 Notice of intention to continue such benefits are received by the Scheme within three months after the Scheme has informed such spouse or dependent of his right to continued members.

9.2 The provisions of Rule 9 shall cease to apply in respect of the spouse or life partner of a deceased member, (including his dependents) if he/she elects in writing not to become a member.

10. CESSATION OF MEMBERSHIP.

10.1 A member who leaves the service of one of the participating employers for any reason other than as specified under Rule 8, shall cease to be a member on date of leaving the employ, and all rights of participation in these benefits under Rules in respect of him-/herself and his/her dependants shall cease on that date. Claims in respect of services rendered prior to cessation of membership will be processed and paid.

10.2 A continuation member must give one month's notice to terminate membership.

10.3 A member shall inform the Scheme within 30 days of the occurrence of any event which results in any one of his/her dependants no longer satisfying the conditions under which a Dependant may qualify to be a Dependant. From the time the Dependant ceases to be eligible to be a Dependant and contributions have been adjusted accordingly, he/she will no longer be regarded as a Dependant for the purpose of these rules.

10.4 Abuse of rights, falsified claims, misrepresentations and non-disclosure of material information:

10.4.1 The Trustees may exclude a member from the benefits or terminate the membership of a member or Dependant whom the Trustees have found contravening the provisions or rules of the scheme by :

10.4.2 presenting false claims for reimbursement

10.4.3 abuse of benefits, committing a fraudulent act or misrepresentation

10.4.4 being registered simultaneously on Namdeb Medical Aid Scheme as a member or Dependant and another registered medical aid fund in terms of the Medical Aids Act no. 23, of 1995 including PSESMAS (the Public Service Medical Aid Scheme).

10.4.5 making false declarations or knowingly failing to disclose material facts, when applying for membership in terms of Rule 6 (Membership), effecting the implementation of Rule 7 (Dependants of an employee) form and that is may be required from the member to confirm their status and or any requests from the Scheme medical advisor(s) or in terms of any Scheme protocols and or Authorisation verification, that would have caused the Board to impose any limitation or specific exclusion on his/her Benefits.

- 10.4.6 in pursuance of the Trustees' powers as set out per Scheme Rule 10.4.1 where there is a reasonable suspicion that a member or a dependent has effected the conduct referred to per clause 10.4.2, 10.4.3, 10.4 or 10.4.5, the Trustees shall abide by the principles of natural justice, in regard to which the member or dependent will have the right to make written representation to the Trustees for due consideration prior to a decision being effected by the Trustees. The Scheme will provide the member with the outcome of the decision of the Trustees in writing.
- 10.5 The Board shall inform the Member of:
- 10.5.1 The Board's intention to limit and/or exclude the Member from the benefits or terminating the membership of a Member in terms of any transgression of any provisions of the rules of the Scheme; and
- 10.5.2 Any member failing to respond on any request of the Scheme to verify any information provided on his/her application form will result in any Authorisation process not to be processed or application suspended till such time as the member provides the information or responds. During this time the member remains liable for payment of contributions.
- 10.5.3 The reason for such limitation and/or exclusion of Benefits or termination of membership shall be by written notice addressed to the member and shall provide the Member 30 (thirty) days to make written representation, where the Member wishes to have his/her opportunity to dispute the allegations made by the Scheme, subject to the provisions of rule 35, where the Member fails to utilize the opportunity to make such written representations, the Board has the right to immediately terminate membership.
- 10.5.4 Any member whose membership had been terminated for contravention of the rules of the Scheme will not be allowed to re-join the Scheme.
- 10.5.5 Any member found guilty of and/or whose membership had been terminated in terms of the provisions of 10.4 shall be required to refund expenses arising from the intentional conduct of the Member and thereby incurred by the Scheme during the time of membership to the date of termination of their membership.
- 10.5.6 To control possible mis-use of Scheme benefits, the Scheme may introduce any mechanisms to detect irregularities, fraud, waste or abuse through internal system fraud identification programs, reports through whistle blowing, managed care intervention programs, practice and member benefit utilisation reviews, and any other interventions the Board consider as appropriate in protecting the business of the Scheme, interests of all members and long-term sustainability of the Scheme.
- 10.6. In addition to the limitation and exclusions set out in Rule10, the Member:
- 10.6.1 Jointly and severally indemnifies and holds the Scheme harmless against any monies disbursed and/or costs incurred by the Scheme in respect of any claims paid under the above circumstances, and

10.6.2 May jointly and/or severally be required by the Board to refund any which, but for the afore-mentioned activities listed in 10.4, would not have been distributed on his/her behalf.

11. MEMBERSHIP CARD.

- 11.1. Each member shall be issued with a membership card, containing such particulars as may be prescribed by the Act. The membership card must be exhibited to the supplier of services when required to do so. This card must be returned to the Scheme on cessation of membership.
- 11.2 Each member shall have made available to him/her and shall upon demand receive a copy of these rules. Payment of any contribution by the member or his/her dependent/s shall be deemed to constitute his acknowledgment that he/she shall, on behalf of him-/herself and his/her dependents, be bound by these rules or by any amendments thereof.

12. CHANGE OF ADDRESS OF MEMBERS.

Members shall notify the Scheme within thirty (30) days of any change of address. "Address" for the purposes of this Rule shall include physical address, postal address, e-mail address and cell phone number. The Scheme shall not be held liable if a member's rights are prejudice or forfeited as a result of neglect to comply with the requirements of this rule.

13. CONTRIBUTIONS.

- 13.1 The total monthly contributions payable by employers and members shall be as indicated in Annexure A. These contributions shall include expenses of the Administrator and any other expenses incurred by the Scheme.
- 13.2 All contributions shall payable monthly in advance and shall be paid to the Scheme by not later than the seventh day of the month for which the contributions are due.
- 13.3 All contributions which are payable to the Scheme by the members shall be deducted from the salary or wages payable by the Employer. The employer will be authorised to make such deductions on account of the Scheme.
- 13.4 Contributions in respect of members will be payable monthly in advance at the registered office of the Scheme on or before the 7th day of each month. Should contributions not be received by the 7th of a month, benefits will be suspended with immediate effect and the member informed of the suspension. The Trustees shall terminate membership in respect of any person whose contributions have not been received in full within sixty days of the due date, and benefits shall cease to exist to the member and his/her dependents.
- 13.5 The Trustees shall review the monthly contributions as and when needed but at least annually and, should an increase or decrease be justified, decide on what the new monthly contributions shall be. Adjustments will then be made, subject to the Registrar's approval, and come into effect one month after notice has been given to members.

- 13.6 A member who has been a member of the Scheme for a period of at least fifteen years and who has been retrenched from the services may continue membership of the Scheme, provided that the member shall be liable for payment of the full monthly contribution fee. Such a member will not receive any form of subsidy from the employer and the monthly contribution shall be calculated on the annual rate applicable immediately prior to retrenchment and increased annually in line with general contribution increases as per 13.5.
- 13.7 Monthly contributions in respect of continuation members shall be calculated on the rate applicable to him/her immediately prior to becoming a continuation member and will be increased annually in line with general contribution increases as per 13.5.

14. LIABILITY OF EMPLOYERS AND MEMBERS.

The liability of the employer or member shall be limited to the amount of unpaid contributions or subsidy, and in the case of a member, together with any sum disbursed by the Scheme on his/her behalf or on behalf of his dependents, which has not been repaid by him/her to the Scheme.

Any amount owing by a member to the Scheme in respect of him-/herself or his/her dependents may be recouped from him/her by arrangement with such member. In the event of any member ceasing to be member, any amount still owing by such member shall be debt due to the Scheme and recoverable by it.

15. BENEFITS PAYABLE.

- 15.1 Subject to the limitations imposed by these rules, members shall be entitled to benefits as per Annexure B, and such benefits shall extend through the member to his/her registered dependants, provided that such benefits shall only accrue from the date of admission.
- 15.2 The Trustees shall refuse payment of benefits to members whose own contributions are in arrears. Where accounts have been paid in accordance with these rules, the member will be held liable for the full amount of such payments.
- 15.3 Benefits are available to all members of the Scheme and are subject to the following conditions:
- i) All in-hospital services other than emergency cases will be subject to pre-authorization prior to the actual event or procedure.
 - ii) Co-payments are payable for certain services as stipulated in the table of benefits. All co-payments are payable by the member directly to the service provider on receiving the said service.
- 15.4 The Trustees shall review the benefits as and when needed but at least annually and decide on what benefits for the ensuing period shall be.

- 15.5 The Trustees shall review the medical risks to the Scheme as and when needed and may decide on the application of risk ratings for specific groups of members, provided that such risk ratings shall be based on guidelines acceptable to the Registrar/Namfisa.

15.6 Ex-Gratia Payments.

The Board shall not consider and authorize payment for services other than those provided for in these Rules, but may in its absolute discretion, make ex-gratia payments as additional benefits available in terms of any resolution or criteria as set by the Board of Trustees or as recommended by the Scheme's healthcare advisor(s) and by means of the Ex-Gratia Sub Committee.

In order to qualify for an Ex-Gratia payment, a member must complete an Ex-Gratia application and provide all the required information in order for the Ex-Gratia Sub Committee to consider and or to make a decision/determination.

15.7 Benefit Accumulator.

- 15.7.1 If a member claims for day-to-day benefits excluding chronic medication, and the claims are less than the threshold limits, a percentage of the difference between the actual day-to-day claims and the overall annual day-to-day limit will be paid to the member as Benefit Accumulator. This benefit amount can be used to pay for any medical services.
- 15.7.2 At the end of April of each benefit year, the benefit amounting to 5% of the difference between the overall annual limit and the member's actual claims as specified under rule 15.7.1 will be transferred to the member's Benefit Accumulator Account.
- 15.7.3 The Benefit Accumulator Account may be used to fund additional medical services or expenses normally excluded in terms of the Rules of the Scheme, but meeting the provisions and definition of medical services as defined in the Medical Aid Fund Act. This includes, but is not restricted to:
- 15.7.3.1 Routine medical costs, even where the respective benefit has been depleted for the benefit year,
- 15.7.3.2 Medical and Clinical services that are allowed in terms of the definition of a medical service as defined in the Medical Aid Funds Act No. 23 of 1995 and the Regulations framed thereunder from time to time. The product and/or service shall be provided by a Healthcare Provider, registered with the Professions Councils of Namibia ("HPCNA").
- 15.7.3.3 The difference between the actual medical fee charged by the Healthcare Provider and the Scheme benchmark tariff.

15.7.3.4 Expenses for sunglasses, protein supplements vitamins, treatment for infertility, cosmetic procedures, etc., provided the service and/or healthcare products are provided by a registered Healthcare Professional with Namaf or the Health Professions Councils of Namibia.

15.7.4 The amount accrued towards the members Benefit Accumulator Account shall be available as long as the member remains a member of the Scheme.

15.7.5 Upon resignation of a member from the Scheme, the amount accrued in the Benefit Accumulator Account for the member shall revert back to the Scheme reserves.

15.7.6 Principal Members who are transferred from one employer to any other employer within the Namdeb Medical Aid Scheme Participating Employer Groups, provided further that the member remains registered as a Principal member or Dependant on the Scheme, the Benefit Accumulator will remain vested on the member.

15.7.7 Upon the death of the principal member, any accumulated amount in the Benefit Accumulator Account due to the member shall be transferred to his/her dependents should they continue membership on the Scheme. Where the dependents of such deceased member decide to resign from the Scheme, such positive balance shall be transferred to the reserves of the Scheme.

16. PAYMENT OF ACCOUNTS.

16.1 The Scheme reserves the right to decide whether to pay a supplier of services direct or not. If the Scheme at its own discretion decides not to pay an account direct to the supplier, the benefit to which the member is entitled with regard to such account, shall be paid to the member.

16.2 In the event of the Scheme paying the full account to the supplier direct, the difference between the amount of the account and the amount of the benefit to which the member is entitled will be considered to be an advance. Such advance is due to be refunded by the member.

16.3 No member shall cede, assign or make over to any third party any claim, or part of a claim, which he may have against this scheme, and any such cession or assignment will be of no force and effect and will not be recognized by this Scheme.

17. CLAIMS PROCEDURE.

7.1 Every claim, submitted to the Scheme in respect of the rendering of any service, or the supply of any medicine, requirement, or accommodation in a hospital or nursing home,

shall contain at least the following particulars:

1. Initials and surname of the member;
 2. The name of the patient as indicated on the membership card;
 3. The name of the Scheme;
 4. The membership number of the member;
 5. The date of service;
 6. The nature and cost of each service and, where applicable, the code of the scale Of benefits;
 7. The name, quantity and price in respect of each supply of medicine, requirement or apparatus;
 8. The name and practice number of the general practitioner or dentist who referred the patient to the specialist, on the specialist's account;
In the case of claims in respect of medicine (except where the medicine was supplied by and in a hospital) also the doctor, dentist, nursing home, pharmacist and any other service provider, who is acknowledged by the respective Boards to prescribe, a prescription or a certified copy, indicating the date of the original prescription; the pharmacist's account, indicating the doctor's or dentist's practice number, the cost, quantity and type of material and/or medicine; as well as the pharmacist's receipt. Hospital accounts for medicine supplied by and in a hospital must indicate the type of medicine/material, the quantity, and the cost.
- 17.2 In order to qualify for benefits, any claim by a member shall be submitted to the Scheme as soon possible. Where the account is not submitted within four months from the date of service, no benefit will be granted, unless in the opinion of the Trustees, extenuating circumstances exist.
- 17.3 Where a member has paid an account he shall submit the receipt and the account to the Scheme such claims will be refunded to the member.
- 17.4 A statement by the medical service provider, setting out the description of the circumstances in which the injury was sustained, as and when required by the Trustees, shall support accounts for treatment of injuries resulting from accidents.
- 17.5 The Scheme may decide in its own discretion whether the benefit will be paid directly to the supplier of services or to the member, subject to the Registrar's approval.
- 17.6 Claim Procedures of the Benefit Accumulator:**
- 17.6.1 No claim for a member shall be processed from the Benefit Accumulator Account without the submission of a claim form, and the principal member needs to authorize all claims to be paid from the benefit accumulator account.
- 17.6.2 Members who have benefits available in the Benefit Accumulator will be required to first pay for the service and/or medical product and then complete and submit the benefit claim form with the supporting documentation to the Scheme for payment.

- 17.6.3 Planned procedures and/or optical benefits may be paid directly to the respective Healthcare Provider, provided that a request for authorization for direct payment from the Benefit Accumulator has been submitted by the member.
- 17.6.4 The following claims will not be eligible to be paid from the Benefit Accumulator benefit.
- 17.6.4.1 Non-medical expenses without a valid chargeable code or National Pharmaceutical Product Interface Code (NAPPI code), or service provided by a non-registered medical service provider with the HPCNA and/or Namaf will not be covered.
- 17.6.4.2 Claims for any person or beneficiary not registered as a dependent of the principal member.

18. OPTIONS.

Two options exist under this Scheme and same are duly registered, with benefits as included under Annexure B and updated from time to time.

As of 01 April 2019, no members will be permitted to join under Option 2.

19. **EXCLUSIONS.**

Notwithstanding any provisions to the contrary, the provisions of paragraph 19.1 to 19.3 apply.

1. Costs, which directly or indirectly arise from or can be ascribed to suicide, attempted suicide or intentional self-inflicted injury, do not qualify for benefits
2. Dangerous sport meaning any sport, hobby or pastime activities that expose the member to a larger health (injury) risk than the average member belonging to the Fund. Should a member belong to a club doing one of the following sports, hobbies or pastime activities or partake in the following sports, hobbies or past-time activities, it will be classified as a dangerous sport and the member should re-insure him-/herself for that:
 - 2.1. Deep sea diving
 - 2.2. Motor Sports
 - 2.3. Hunting (amateur or professional)
 - 2.4. Pilot
 - 2.5. Parachuting
 - 2.6. Para-sailing
 - 2.7. Hang gliding
 - 2.8. Hot air balloon flight
 - 2.9. Mountain climbing
 - 2.10. Rock Climbing

Any related treatment for injuries directly relating to these sports will normally not be covered by the Medical Fund. On application the merit of each individual claim resulting from any of the activities, shall be considered by the Board and the Board may decide to cover the whole or any part of the cost incurred.

3. Unless otherwise decided by the Trustees, costs in respect of the following treatments are excluded from benefits.
 - 3.1. Bandages, cotton wool and similar requisites except if they have been supplied to or are used for the patient during his stay in hospital or nursing home and drugs unless prescribed by a medical practitioner or dentist.
 - 3.2. Insurance examinations; physical fitness test; examinations for and with regard to employment; examinations for purposes of litigation; plastic surgery and cosmetic treatments of a member's own choosing or which are recommended for psychological reasons only;
 - 3.3. Medical and surgical treatment for a complaint, an illness, or an injury, which the Scheme, at the member's entry to the scheme, excluded from benefits.
 - 3.4. Examinations and/or treatment for sterility or impotence which has no connection with any actual or presumed illness or with an accident or any other medical disability or which is recommended for psychiatric reasons only, birth control, artificial insemination and marriage therapy.

- 3.5. Any ophthalmic examination or other examinations for the testing of the eyes or of the eyesight by anyone other than an eye-specialist or registered optometrist and the cost of any instrument other than a pair of spectacles or contact lenses.
- 3.6. Breathing exercises.
- 3.7. Obesity or overweight.
- 3.8. Applicators, toilet preparations, cosmetics.
- 3.9. Holiday for recuperative purposes.
- 3.10. Acupuncture.
- 3.11. Traditional healing will be excluded for benefits until the regulations have been approved and registered by the respective
- 3.12. Costs that are more than the annual maximum benefits as defined in Annexure B.
- 3.13. Accommodation in old-age homes and similar institutions.
- 3.14. Hyperbaric oxygen treatment will be excluded, unless approved as an ex-gratia payment.
- 3.15. General travel expenses within the boundaries of Namibia, except for ambulance and emergency flights.
- 3.16. Traditional healing will be excluded for benefits until the regulations have been approved and registered by the respective boards.

20. RESTRICTIONS.

- 20.1 In cases of illness of a protracted nature, the Trustees shall have the right to insist upon a member or dependent of a member, to consult a particular specialist that the Trustees 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.
- 20.2 All costs incurred for treatment arising out of any injury sustained by a member or his dependent and for which any other party may be liable, such costs will be paid as per the scale of benefits provided the claim was intimated to the Scheme in the normal manner applicable to other claims.
 - 20.2.1 The member will be responsible to inform the Trustees of a third party incident as soon as possible.
 - 20.2.2 Once a third party claim has been assessed reimbursement will be due to the Scheme by the third party.
 - 20.2.3 Where a claim is reimbursed by a third party, the benefits available to the member shall be reinstated to render such member entitled to such benefits as would have applied before the claim was submitted by the member, irrespective of the lapse of time. Any co-payment made by the member and which is included in the reimbursement received by the Scheme, will be refunded to the member.
 - 20.2.4 Should a member be reimbursed by a third party direct, the member shall reimburse the Scheme with the amount paid by the Scheme on his/her behalf.
 - 20.2.5 The Scheme may also claim a reimbursement directly from the MVA Fund in instances where the MVA Fund is the third party concerned. The amount of such reimbursement will be limited to the amount of benefit

that the MVA Fund has made provision for in its rules in relation to the member's medical expenditure. Where a claim is reimbursed by the MVA Fund, the benefits available to the member shall be reinstated to the extent of the reimbursement received, irrespective of the lapse of time.

21. MANAGEMENT.

- 21.1 The Scheme shall be managed, administered, and controlled according to these Rules by Board of Trustees consisting of twelve trustees (excluding the Principal Officer) The Employer and Employees will be represented by an equal number of trustees of the Scheme. The Employer and Employees will be represented by an equal number of trustees of the Scheme.

The representation of the participating employers and continuation members will be:

De Beers / Debmarine Namibia	2/2
NDTC	1/1
Namdeb Diamond	2/2
Continuation Members	1/1

The Trustees representing the employer will be appointed according to the rules and regulations laid down by the employer for such matters. No trustee shall be under the age of 21 years. Retiring trustees may be re-appointed for a maximum of three (3) terms, including the first term.

- 21.2 The Trustees representing the employees of each employer shall be members in good standing of the Namdeb Medical Aid Scheme and shall be nominated by the employees of such employer and elected by the members present at the Annual General Meeting in terms of the Rules of the Scheme. The trustee representing the Continuation Members shall be members in good standing of the Namdeb Medical Aid Scheme, nominated by the Continuation Members and elected by the members present at the Annual General Meeting in terms of the Rules of the Scheme. No trustee shall be under the age of 21 years. Retiring trustees may be re-elected for a maximum of three (3) terms, including the first term.

- 21.3 The Trustees shall have the power to appoint an Administrator for the proper execution of the administration of the Scheme and to delegate the necessary powers to the Administrator to fulfill this function.

- 21.4 Trustees will serve for a term of three (3) years and shall retire alternately after three (3) years, but will be eligible for re-election for a maximum of three (3) terms, including the first term.

- 21.5 Trustees shall not receive any remuneration for work performed by them on behalf of the Scheme, but they shall be entitled to a refund of actual disbursement properly authorized and incurred by them on the business of the Scheme.

- 21.6 The Trustees shall meet at least four times per year.

- 21.7 The Chairperson of the Scheme shall be elected by the Trustees at a meeting of the Trustees and shall serve for a one-year term. No chairperson shall serve as chairperson for more than three consecutive terms.
- 21.8 Six Trustees of the Scheme shall constitute a quorum. All decisions shall be made by a majority vote. In case of a vote resulting in a deadlock or equal numbers of votes, the matter under discussion will be deferred for discussion at the next meeting of the Board of Trustees. Decisions taken by round-robin shall have to be unanimous.
- 21.9 The Principal Officer shall cause minutes of the proceedings at the Trustee meetings to be recorded and such minutes shall be distributed at least seven days before each respective meeting.
- 21.10 When confirmed as correct, the Chairperson of the meeting at which the minutes were Considered shall sign such minutes as a correct record of the proceedings at the meeting and the minutes shall be prima facie evidence of the correctness of the matters recorded in them.
- 21.11 A Trustee shall cease to hold office immediately if:
- i) He/she resigns from the employer or from the Scheme;
 - ii) He/she is declared insane or incapable of managing his affairs;
 - iii) He/she is declared insolvent or has surrendered his estate for the benefit of his creditors;
 - iv) He/she is convicted of theft, fraud, forgery or uttering of a forged document or perjury;
 - v) He/she is removed by the Court from any office of trust on account of misconduct;
 - vi) He/she absents himself from three consecutive called meetings of the Scheme without an apology accepted by the Board.
- 21.12 Interim vacancies will be filled by the employer in case of vacancies in the employer representatives and by way of elections conducted in a manner as agreed by the remaining trustees at the time in case of vacancies in the employee representatives. Such trustee shall serve for the remainder of the year to the next Annual General Meeting, where the position will be filled in terms of the rules of the Scheme.
- 21.13 The Chairman may convene a special meeting of Trustees, should the necessity arise. Any four Members of the Board may request the Chairman to convene a special meeting of the Board, stating the matters to be discussed at such meeting. At such special meeting of Trustees, only matters stated as the reason for calling such meeting shall be discussed.

22. POWERS AND RESPONSIBILITIES OF THE TRUSTEES.

- 22.1 The Trustees shall have the power to take all necessary steps and to sign all necessary documents to ensure and secure the due fulfillment of the Scheme's obligations.
- 22.2 The Trustees shall have the power to appoint a sub-committee or sub-committees consisting of Trustees from their midst and other experts as it deems fit and to delegate any of its powers to such committee(s); provided that the committee(s) 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 Trustees.
- 22.3 The Trustees shall, subject to the provisions of the Act, amongst others have the following powers:
 - 22.3.1 To purchase immovable property for the use of the Scheme and to let surplus capacity;
 - 22.3.2 To raise, borrow or secure loans, at interest or otherwise, for the Scheme and, subject to the provisions of the Act, to invest moneys not immediately required for the purpose of the Scheme and to vary or realize any such investments.
 - 22.3.3 To ensure the proper administration of the Scheme;
 - 22.3.4 To remunerate by way of honoraria any person or persons for services deemed necessary for the administration of the Scheme;
 - 22.3.5 To subject any part of the business of the Scheme to actuarial scrutiny;
 - 22.3.6 To appoint such service providers as they deem necessary and to instruct them to do such duties as the Trustees may delegate to them;
 - 22.3.7 Generally to do all such other acts or things which are in the opinion of the Trustees conducive to the attainment of the objects of the Scheme.
- 22.4 The Trustees shall be responsible for:
 - 22.4.1 Monitoring the state of the funds established in terms of this scheme;
 - 22.4.2 Evaluating the provisions and working of these rules together with annexures, and to communicate any amendments thereof with NAMFISA for final approval;
 - 22.4.3 Communicating amended premiums and benefits with NAMFISA for approval and the Administrator for implementation;
 - 22.4.4 Considering EX-GRATIA awards to members within its sole discretion, but subject to prescribed services and the availability of funds; and
- 22.5 The Trustees and every employee of the Scheme shall preserve and aid in preserving confidentiality in regard to all matters that may come to their knowledge in the performance of their duties in connection with the Scheme.

23. DUTIES OF THE CHAIRPERSON.

The Chairperson shall preside at Trustee meetings and Annual/Special General Meetings and shall preserve due and proper conduct at such meetings and shall ensure that the rules of the scheme are properly administered.

24. DUTIES OF THE PRINCIPAL OFFICER.

24.1 Attend all meetings of the Scheme and of the Committees and any other duly appointed committee where his/her attendance may be required.

24.2 Be responsible for the submission of all statutory returns;

24.3 Record the proceedings of all meetings of the Scheme, the Trustees and any other duly appointed committees;

24.4 Arrange for the collection of contributions, banking of funds and make payments as authorized by the Trustees;

24.5 Be responsible for the supervision of the Administrator and any staff employed by the Scheme on behalf of the Scheme; and

24.6 Ensure the carrying out of all duties as are necessary for the proper execution of the business of the Scheme, and as the Trustees may direct.

24.7 The Principal Officer of the Scheme may decide to appoint a Secretary to the Scheme to assist him/her with his/her tasks, as requested by the Trustees and as stipulated in Act of Medical Aid Funds, no.23 of 1995. No person under the age of 21 years shall be entitled to act as such Secretary.

24.8 The Principal Officer shall cease to hold office if:

- i) He/she resigns from the Scheme;
- ii) He/she is declared insane or incapable of managing his affairs;
- iii) He/she is declared insolvent or has surrendered his estate for the benefit of his creditors;
- iv) He/she is convicted of theft, fraud, forgery or uttering of a forged document or perjury;
- v) He/she is removed by the Court from any office of trust on account of misconduct;
- vi) He/she absents himself from three consecutive called meetings of the Scheme without an apology accepted by the Board

25. DISCRETIONARY POWER OF TRUSTEES.

- 25.1 Any matters not specifically covered by these rules shall be left to the discretion of the Board of Trustees for interpretation and resolution: provided that the decision of the Trustees shall not be inconsistent with these rules and with the Medical Aids Act, 23 of 1995, and are for the benefit and protection of the Scheme, members and dependants or for the promotion of the interest of the Scheme and members' health.
- 25.2 Powers and responsibilities of the Board include, and are not restricted to any initiative to impose cost containment initiatives/models to restrict the financial expenditure of the Scheme and its members and that may hold financial benefit of the Scheme and its members, directly or indirectly;
- 25.3 The Board may establish or cause to be established, a designated hospital network, a designated pharmacy network, a hospital risk management program, a chronic medicine risk program, a disease risk management program and any other program, including without limitation, the establishment of treatment protocols, the use of formularies, capitation agreements and limitations on disease coverage, which the Board may find appropriate for the management of the benefits detailed in these rules;
- 25.4 Matters of a medical nature shall be subject to the final decision of the medical advisor, and subject to the condition that such decision of the medical advisor shall not be inconsistent with the objectives of the Scheme or the Medical Aids Act, no.23 of 1995.

26. SIGNING OF DOCUMENTS.

The Trustees shall be empowered to authorize any number of its members or the Principal Officer 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 documentation binding the Scheme or any document authorizing the performance of any act on behalf of the Scheme: provided that documents to be submitted to the Registrar shall be signed in the manner prescribed by the Medical Aid Funds Act.

All letters of general concern to all members of the Scheme will be approved and signed by the Chairperson, or the Principal Officer or a representative appointed by the Chairperson, prior to disposal of the said document to all the members.

Any Trustee or Principal Officer who shall sign any contract or document without proper approval from the Trustees, shall be personally liable for any cost resulting from such contract or document.

27. INDEMNIFICATION.

- 27.1 The Trustees and any Officer of the Scheme 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 the Trustees' negligence, dishonesty or fraud.

27.2 Nothing in these rules shall be construed as altering in any way the employer's right to terminate the services of an employee who is a member of the Scheme or any agreement between the employer and the employee to conditions of service.

28. FIDELITY GUARANTEE.

The Trustees shall ensure that the Scheme is insured against loss resulting from dishonesty or fraud of any of its officers in charge of the handling and control of moneys or securities belonging to the Scheme.

29. FINANCIAL YEAR OF THE SCHEME.

The financial year of the Scheme shall extend from the 1st day of January to the 31^s of December in each year.

30. BOOKS OF ACCOUNT.

30.1 The Trustees shall ensure that such accounts, entries, registers, and records as are essential for the proper working of the Scheme will be kept. The books of account shall be made up at the end of each financial year and shall be audited by the Auditor of the Scheme.

30.2 The Principal Officer shall ensure that annual financial statements are prepared in respect of every financial year and shall, within six months after the end of a financial year, furnish a copy of the audited statements concerned together with the annual report to the Registrar and to each member of the Board of Trustees of the Scheme.

31. BANKING ACCOUNT.

The Scheme shall maintain a banking account with a registered commercial bank in Namibia. All monies received shall be deposited to the credit of the Namdeb Medical Scheme in such account and all payments shall be made under the signature or on the authority of persons that are authorized to effect such transactions by the Trustees from time to time.

32. SAFE CUSTODY OF SECURITIES.

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

33. AUDITOR.

- 33.1 The Annual General Meeting shall arrange the appointment of the Auditor of the Scheme.
- 33.2 The Auditor of the Scheme, however appointed, shall be entitled to attend any General meeting of the Scheme and to receive all notices of and other communications relating to any General meeting, which any member of the Scheme is also entitled to receive. He/she shall also be entitled to make any statement that he/she desires to make in relation to any return, account or balance sheet examined by him/her or report made by him/her at such meetings. He/she may also make representations in relation to any matter affecting his/her appointment, removal, or remuneration.
- 33.3 The Auditor of the Scheme shall have the right of access at all times to the books and accounts and vouchers of the Scheme, and shall be entitled to require from the Trustees and the officers of the Scheme such information and explanations as he/she thinks necessary for the performance of his/her duties.
- 33.4 The Auditor shall make a report to the members of the Scheme on the accounts examined by him/her and on the financial statements laid before the Scheme at a General Meeting.

34. GENERAL MEETINGS.

34.1 Annual General Meeting.

- 34.1.1 The Chairperson shall preside at the Annual General Meeting and shall preserve due and proper conduct at such meeting and shall ensure that the rules of the Scheme are properly administered. Should the Chairperson be unavailable or absent from the meeting, the Trustees shall elect a Chairperson from amongst themselves to serve as chairperson at such meeting.
- 34.1.2 The Annual General Meeting of members shall be held not later than the 30th day of June of each year and may be held by way of Video Conference at more than one venue simultaneously as agreed by the Board of Trustees.
- 34.1.3 Notices of motion to be placed before the Annual General Meeting must reach the Principal Officer at least 14 calendar days prior to the Annual General Meeting to enable inclusion in the Agenda.
- 34.1.4 The notice convening the Annual General Meeting containing the agenda shall be dispatched to members at least 21 days before the date of the meeting. Such Notice shall include the agenda for the meeting, motions to be discussed (if any), the names of candidates for election of employee representatives (if any), the date and time of the meeting and the address of the meeting place. The non-receipt of such notice by a member shall not invalidate the proceedings at such a meeting.

34.1.5 At the Annual General Meeting, the following matters shall be discussed:

34.1.5.1 Quorum:

100 Members present in person or by proxy shall form a quorum. No member shall represent more than ten (10) members by proxy. If a quorum is not present after the lapse of half an hour from the time fixed for the commencement of the meeting, the meeting shall be postponed until the same day and time of the next week and quorum for such postponed meeting must be obtained to proceed with the meeting; provided that if the same day of the next week is public holiday the meeting will be postponed until the first working day following the public holiday.

34.1.5.2 Annual Report and Financial Statements:

Audited Financial Statements as required by the Registrar together with a copy of the auditor's report shall be laid before the meeting for approval.

34.1.5.3 Election of employee representatives of the Board of Trustees:

Each nominee will be nominated in writing by five members of the scheme and will accept the nomination in writing at least 21 days before the meeting. The names of nominees for the position as trustee shall be distributed to members with the Agenda documents for the meeting. Employee Trustees to represent members as per 21.1 and 21.2 above, will be elected by way of a closed ballot by a clear majority of members present in person or by proxy. No member shall represent more than ten (10) members by proxy.

34.1.5.4 Appointment of Auditors:

Mandate may be given by the members to the Board of Trustees to appoint auditors for the ensuing year.

34.1.5.5 Changes in Benefits:

Any changes to the Benefits of the Scheme, approved by the Board of Trustees during the previous year, shall be tabled for notices.

34.1.5.6 Any other Matters:

Any other matters of which notice had been given to members as part of the Agenda documents shall be addressed by the meeting.

The Principal Officer shall cause minutes of the proceedings at the Annual General Meetings to be recorded and such minutes shall be available for scrutiny by any member and the Scheme's auditors at the registered offices.

34.2 Special General Meeting:

34.2.1 The Trustees may call a Special General Meeting of members at any time if deemed necessary.

34.2.2 On the written request of at least 100 members of the Scheme, the Principal Officer shall cause a Special General Meeting to be called within 30 days of the receipt of the request. The request shall state the objects of the meeting and shall be signed by all the requisitioners

and deposited at the registered office of the Scheme. Only those matters forming the object of the meeting shall be discussed.

- 34.2.3 The Notice convening the Special General Meeting containing the agenda shall be dispatched to members at least 21 days before the date of the meeting. The non-receipt of such notice by a member shall not invalidate the proceedings at such a meeting.
- 34.2.4 100 Members in person or represented by proxy shall form a quorum. No member shall represent more than ten (10) members by proxy. If a quorum is not present at a Special General Meeting called by the Trustees after a lapse of half an hour from the time fixed for the commencement of the meeting, the meeting shall be regarded as cancelled.

The Principal Officer shall cause minutes of the proceedings at the Special General Meetings to be recorded and such minutes shall be available for scrutiny by any member and the Scheme's auditors at the registered offices.

34.3 Voting at General Meetings:

Each member who is present or authorized to vote for another member at a General Meeting (either Annual or Special) of the Scheme and whose contributions are not in arrears shall have the right to vote at the meeting. The Chairperson shall determine whether voting shall be by open/closed ballot or by a show of hands, provided that where the members are called upon to vote on any matter which affects the rate of contribution, or the nature or the extent of benefit or the election of employee representatives, the voting shall be by ballot. In the event of the votes at the meeting being equal, the Chairperson shall have a casting vote in addition to a deliberative vote. A resolution so adopted shall be binding on all the members. No member shall represent more than ten (10) members by proxy.

35. SETTLEMENT OF DISPUTES.

35.1 A Disputes Sub-committee of four Members may be appointed by the Board, as the need may arise to address any disputes and to report back to the Board. At least one of the appointed members must be a person with a legal qualification and no member of the Board may serve on the Dispute Committee.

35.2 On receipt of a request in terms of rule 35.1, the Principal Officer shall report to the Chairperson to constitute a Dispute Committee to address the dispute.

- 35.2.1 The Principal Officer must request the Board of Trustees to nominate members to serve on the Dispute Committee.
- 35.2.2 The Dispute Committee must convene within 14 days from the constitution of the committee. If not possible, the Principal Officer must give notice in writing to the complainant, members of the Board of Trustees and the members of the Dispute Committee to the effect
- 35.2.3 Dispute must be reviewed within 60 days from date of constitution of the Dispute Committee and Principal Officer must give notice to all parties stating the date, place and hour of the meeting and with all particulars of the dispute.

- 35.3 The Dispute Committee shall elect a chairperson from amongst the members of the committee and determine the procedure to be followed as set out in the requisite Dispute Resolution Policy, and shall call witnesses and/or obtain affidavits as required.

36. TERMINATION OR DISSOLUTION.

- 36.1 In the event of the members deciding at an Annual General Meeting to dissolve the Scheme, the Trustees shall arrange for members to decide by ballot whether the Scheme shall be liquidated. The majority decision of the ballot regarding liquidation will be subject to the terms and conditions in section 38 of the Medical Aid Funds Act.
- 36.2 The Principal Officer shall dispatch to each member by registered post to his last address on record a memorandum containing the reasons for such a step and setting forth the basis of distribution of the assets in the event of winding up.

The memorandum to the members shall further state the date of the elections, the procedure, and the venue. The memorandum shall be forwarded to the Registrar for comments before it is dispatched to the members. If at least 50% of the members duly cast their votes, and if the majority thereof are in favour of the dissolution of the Scheme, the Trustees shall take a formal decision that the Scheme shall be dissolved with effect from a set date from which no further contributions shall be payable to the Scheme. If two successive attempts to obtain at least 50% of the votes fail, the Trustees shall refer the matter to the Registrar, who may prescribe a lower percentage.

- 36.3 Where a decision to dissolve the Scheme has been taken in terms of Rule 37, the dissolution shall be affected in accordance with the memorandum and as provided for in section 38 of the Medical Aid Funds Act.

37. TRANSFER OF BUSINESS TO OR AMALGAMATION WITH ANY OTHER BUSINESS, COMPANY, OR ORGANISATION.

- 37.1 The Scheme may, subject to the provisions of section 34 of the Medical Aid Funds Act, amalgamate with or transfer any of its assets and liabilities to or take transfer of assets and liabilities of any other medical fund or scheme.
- 37.2 If the employer transfers its business to or amalgamates with any other business, company or organization, the employer may in consultation with the employee representative:
- 37.2.1 Withdraw wholly from the Scheme in which event the future of the Scheme shall be determined in accordance with Rule 37; or continue to contribute to the Scheme in respect of the existing employees, in which event the Scheme shall not be affected except that "employer" shall then mean the new business, company or Organisation.

38. PERUSAL OF DOCUMENTS.

- 38.1 Any member shall on request be supplied by the Scheme, free of charge, with the following documents within 30 days from receipt of his/her request by the Principal Officer:

The rules of the Scheme;

A balance sheet dealing with the state of affairs of the fund as at the previous audited financial year end;

38.1.3 An income statement for the previous financial year end;

38.1.4 A cash-flow statement for the previous financial year end;

38.1.5 A prescribed report by the Auditor of the fund; and

38.1.6 Such other returns as the Registrar may require.

- 38.2 A member shall be entitled to inspect and copy, free of charge, at the registered office of the Scheme any of the documents, referred to in rule 38.1 above.

39. AMENDMENT OF RULES.

- 39.1 Unless otherwise provided for in these rules, the Trustees shall be entitled to make recommendations to alter or rescind any Rule or annexure or to make any additional Rule or annexure, provided that no alteration, rescission or addition shall be valid unless it has been approved and registered by the Registrar in terms of the Act.

- 39.2 Members shall be furnished with a copy of the amendment as soon as possible after registration thereof.

- 39.3 Notwithstanding the provisions of Rule 39.1 above, the Trustees may, on the request of and to the satisfaction of the Registrar, amend any Rule that is inconsistent with the requirements of the Act.

40. SURPLUSES REALISED BY THE SCHEME.

No portion of any surplus realized by the Scheme in any financial year may be distributed to its members or the Employer or any other persons.

41. NAMFISA.

NAMFISA was established according to Act No. 3 of 2001 as a financial supervisory body. Any member or his/her dependent may approach NAMFISA at any time with a complaint regarding his/her membership of the fund. NAMFISA is located currently on the 1st floor Sanlam Centre, Independence Avenue with telephone no. 061-290 5000 and fax no. 061-258957.

42. NAMAF

NAMAF is a juristic body, established in terms of the Medical Aid Funds Act, 1995 (Act 23 of 1995) to control, encourage and co-ordinate the establishment and functioning of medical aid funds in Namibia.