

## **DETAILED TERMS FOR SERVICES PROVIDED THROUGH HELIVAC (PTY) LIMITED**

### **Medical Emergency Response and related Services**

#### **A. Definitions**

1. **"Acute illness"** shall mean any sudden and unforeseen deterioration of health which is life threatening.
  2. **"Bodily injury"** shall mean any injury caused by an accidental, sudden, unforeseen or violent event which is life threatening.
  3. **"Emergency Medical Transportation"** means:
    - a. The provision of emergency medical helicopter transportation, if You are suffering from any of the Specified Conditions listed in **B clause 2.3 a - v** (below) or emergency medical road transportation if You are suffering from any other acute illness or bodily injury, to transport you to the nearest and most suitable Medical Facility where appropriate medical care is available; and
    - b. includes all costs related to medical care during such transportation.
  4. **"Evacuation and Trauma Services"** means the services provided by Helivac and their service providers, being the HEMS Service and the road ambulance service.
  5. **"Helivac RAC"** means Helivac Road Accident Cover provided by a panel of attorneys appointed and contracted by Helivac and in terms of which You are entitled to services should you have a claim against the Road Accident Fund.
  6. **"Helivac"** means Helivac Medical Services (Pty) Limited, a company incorporated in accordance with the company laws of South Africa, with registration number 2008/022914/07, being the company responsible for operating and providing the Evacuation and Trauma Services.
  7. **"HEMS Service"** means the Helicopter Emergency Medical Service provided by Helivac, and in terms of which you are entitled to be evacuated by helicopter or a fixed wing aircraft when suffering from at least 1 (one) of the Specified Conditions.
  8. **"Medical Emergency"** shall mean the sudden and at the time unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide such treatment could place a person's life in serious jeopardy and requires Emergency Medical Transportation for the member to be urgently hospitalised and treated at the closest most appropriate medical facility.
  9. **"Services"** means, collectively, the 24 Hour Medical Call Centre, the HEMS Services, Evacuation and Trauma Services, Inter-Hospital Transfer, 24 Hour Trauma Counselling, Telephonic Medical Information and Advice Line, Helivac RAC Services, Medical Repatriation, In-Hospital Medical Monitoring, Escorted Returns of Minors, Compassionate Visits, Repatriation of Mortal Remains.
  10. **"Specified Condition"** means any one of the specified life threatening medical conditions listed in B Clause 2.3. a. – v. (below).
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#### **B. What Your HEMS services are and How Your HEMS Benefit works**

##### **1. 24 Hour Medical Call Centre**

In the event that You have a Medical Emergency you must contact Helivac's Medical Call Centre for assistance on 087 357 7777. Failure to do so will mean that any costs incurred will be for Your own account. The Medical Call Centre is staffed 24 hours a day by qualified nursing sisters and paramedics who will:

- a. advise You on what steps, if any, You can take to stabilise the Medical Emergency;
- b. if necessary, despatch the HEMS Service to Your location. The decision to despatch the HEMS Service, alternatively a road ambulance, shall be in the sole discretion of Helivac and provided it falls within the definition of a Medical Emergency. If the nature of your injuries or illness is so severe that You cannot call the Call Centre and You are taken directly to a medical facility without first contacting Helivac, You or a representative must notify Helivac Medical Call Centre within 72 (seventy-two) hours of the Medical Emergency having occurred;
- c. if You have a medical aid, the invoice for ambulance transportation will be submitted to Your medical aid for payment. If You do not have a medical aid and You incorrectly receive an invoice from the ambulance service provider despite having phoned 087 357 7777, You must submit the invoice to Helivac for reimbursement within 2 (two) months of the date of the Medical Emergency, together with supporting documentation to: Helivac, P O Box 5123, Meyersdal, 1447.

##### **1.1. Exclusions (This means the following are not covered by Helivac Services) Helivac shall not be liable to provide the Services for any Medical Emergency event caused by or arising directly or indirectly from:**

- i. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, labour disturbances, riot, strike or lock-out; or
- ii. You being in service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation; or
- iii. Any criminal or illegal act committed by You; or
- iv. Your Self-inflicted Illness or Injury, or attempted suicide; or
- v. Congenital abnormalities from which You suffered at any time before the start of this Agreement and any conditions arising or resulting therefrom; or
- vi. Childbirth, abortion, miscarriage, pregnancy or any condition arising therefrom; or
- vii. Venereal or other sexually transmitted diseases; or
- viii. Dental or Optical Treatment, except as a result of Injury; or
- ix. Diabetes or epilepsy; or
- x. Acquired Immune Deficiency Syndrome (A.I.D.S.) or HIV infection, including all phases and consequences thereof; or
- xi. Routine physical examination, investigations, operations or treatment of a purely cosmetic nature, for obesity, to cure or improve impotency or undertaken to facilitate pregnancy; or

- xii. Your wilful or deliberate exposure to danger (except in an attempt to save human life); or
  - xiii. Mental disorders including, but not limited to, anxiety disorders, eating disorders, psychotic disorders, affective disorders, personality disorders, substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism; or
  - xiv. Your being under the influence of alcohol, drugs or narcotics, unless such drugs or narcotics were administered or prescribed and taken in accordance with the direction of a Medical Practitioner, who is not a member of Your family; or
  - xv. Any recurring or chronic or continuing illness or condition for which you are receiving continuous treatment or advice
- 1.2 The burden of proving that any of the exclusions referred to above do not apply shall rest on You. If Services are provided by Helivac, and incident/ patient reports reflect that the condition did fall within the Exclusions mentioned above, You may be held liable for the invoice of services provided, unless You can prove otherwise.
- 2. Helicopter Emergency Medical Service**
- 2.1. If Helivac's trained medical staff or their representatives dealing with the Medical Emergency are of the opinion that You are in a critical condition or in a life threatening situation and suffering from one of the Specified Conditions set out in clause 2.2 below, You will be transported by the HEMS Service from Your current location within South Africa to the nearest most appropriate Hospital that is equipped to deal with that Specified Condition. The HEMS Service is provided on condition that:
- a. helicopters or fixed wing aircraft are available; and/or
  - b. if there are suitable landing sites available within a radius of 1 km (one kilometre) of Your location; and/or
  - c. the weather conditions are favourable for the aircraft to fly.
  - d. It is in the sole discretion of the Helivac staff / their representatives as to whether the HEMS Service will be used and which patients will be prioritised in the event of more than one person being entitled to HEMS Service in terms of this Agreement.
- 2.2. If You are suffering from any of the Specified Conditions (see below clause 2.2) You will be transported by the HEMS Service from Your current location within the Territory to the nearest most appropriate Hospital that is equipped to deal with that Specified Condition. The HEMS Service is provided on condition that:
- 2.2.1. Should 2 (two) or more persons who are all entitled to the HEMS Services under this Agreement be injured in the same accident, those persons suffering from a Specified Condition will be transported by the HEMS Service on condition that sufficient medically equipped helicopters are available; and
- 2.2.2. The choice as to which patients are prioritised for evacuation by the HEMS Service shall be in Helivac's sole and absolute discretion. In such an event Helivac shall be entitled to transport You to a Hospital via road ambulance. Should Helivac, in its sole and absolute discretion deem this appropriate, You will be transported to:
- i. a private Hospital that is equipped to deal with the Specified Condition where You are a paid-up member of a medical aid; or
  - ii. a government Hospital if you do not have medical aid, or should Helivac be unable to determine whether You are a paid-up member of a medical aid.
- 2.3. Specified Conditions – below is the list of medical conditions for which the HEMS Service (evacuation by Helicopter) will be provided:**
- a. Severe penetrating trauma to the head, neck, chest, abdomen or pelvis
  - b. Blunt trauma to the chest, abdomen or pelvis with a high index of suspicion for major internal bleeding
  - c. Threatened limbs or proximal long bone amputations
  - d. Spinal injury with neurological deficit
  - e. Head injury with a Glasgow Coma Scale of no less than 6/15
  - f. Stroke patients requiring rapid access to a stroke centre
  - g. Compromised cardiac patients with a time to hospital exceeding 30 minutes
  - h. Acute anaphylaxis with airway compromise or no availability of Advanced Life Support ("ALS")
  - i. Hypothermia – core temperature less than 35° C
  - j. Hyperthermia – core temperature greater than 40° C
  - k. Burns: Facial burns with inhalation injury
  - l. Children with greater than 20% Body Surface Area ("BSA") injury
  - m. Adults with greater than 30% BSA injury
  - n. Haemodynamically unstable patient despite intervention or with no availability of ALS
  - o. Respiratory difficulties despite intervention or with no availability of ALS
  - p. Where specialist medical expertise of the flight crew is required
  - q. Near drowning
  - r. Electrocution
  - s. Long bone fractures, including neck or femur with prolonged time to hospital, as determined by the Helivac medical personnel
  - t. Hip dislocations due to severe trauma
  - u. Prolonged entrapment (or predicted) exceeding 45 minutes
  - v. Severe mechanism of injury with time to appropriate facility exceeding 30 minutes
- 2.4. If You are suffering from any other medical condition (that is not listed above under one of the Specified Conditions) You shall be evacuated from Your current location within the Territory by road ambulance, and transported to the nearest most appropriate Hospital equipped to deal with that medical condition. You will be transported to:
- i. a private Hospital that is equipped to deal with Your condition where You are a paid up member of a medical aid; or
  - ii. a government Hospital if You do not have medical aid, or should Helivac be unable to determine whether You are a paid up member of a medical aid.

- 2.5. If an ambulance is requested and dispatched and the medical crew that arrive at the patient deems the patient not to have qualified for the service due to it not being a "Medical Emergency" or if it is believed that the patient was abusing the service, the patient will be held liable for the serviced rendered. Should the patient refuse any treatment by the ambulance crew members, the patient will be liable for any costs associated with the ambulance call-out.
- 3. Inter-hospital Transfer**
  - 3.1. If the doctor on duty in the Call Centre, in consultation with the attending doctor, determines that You should be transferred to an alternate medical facility (because the necessary treatment cannot be continued at the present facility) we will provide the appropriate transportation to the alternate medical facility. Only one Inter-Hospital Transfer per incident is provided under this benefit.
- 4. Escorted Return of Minors**
  - 4.1. Minor children, up to the age of 18, severely disabled persons and elderly persons, who are solely dependent on You for caregiving, who are left stranded as a result of Your hospitalisation, after being transported via the Emergency Medical Transportation, will be accompanied back to their place of residence or a place of safety within South Africa.
- 5. Compassionate Visits**
  - 5.1. If You are hospitalised outside Your home town (more than 100km away) for a period exceeding five (5) consecutive days, we will arrange for the return economy class transportation for a close relative to visit You in hospital, up to a value of R2 000 including 14% VAT.
  - 5.2. All additional costs, including but not limited to accommodation, food etc. will be for Your account.
- 6. Repatriation of Mortal Remains**
  - 6.1. In the event of Your death outside of Your home town, (greater than 100km from place of residence) we will assist with the necessary formalities and will pay up to an amount of R5,000 including 14% VAT towards the cost of transporting Your mortal remains to a location in your home town in South Africa.
- 7. Telephonic Medical Information and Advice Line**
  - 7.1. The Telephonic Medical Information and Advice Line offers telephonic advice from Helivac's team of medical staff 24 hours a day, 365 days a year, without You having to leave home.
  - 7.2. The medical staff are experienced in telephonic medical care. Based on the information gathered from the caller, the medical staff will provide information and advice. Should the level of emergency be life-threatening, the medical staff will dispatch the appropriate medical transportation.
- 8. Medical Repatriation**
  - 8.1. In the event of hospitalisation outside the member's home town (more than 100km away), and the member requires further hospitalisation for a period of no less than 5 days, we will repatriate the member back to their home town, provided that such repatriation is recommended by the doctor as being medically justified and requiring medical supervision.
  - 8.2. We will also, in its sole discretion, determine the means of transportation. (Actual Service - No Financial Limitation set)
- 9. In-hospital Medical Monitoring**
  - 9.1. We will monitor the member's medical condition for the duration of their hospitalisation outside of their home town. If required, we will keep a nominated family member or business colleague informed of their medical progress. (Helpline Service - unlimited).
- 10. 24 Hour Trauma Counselling**
  - 10.1. In the event that You suffer a traumatic event You can contact Helivac's Trauma Counselling Call Centre for advice.
  - 10.2. Trauma Counselling offered by Helivac's professional counsellors who have been trained to help people cope with traumatic incidents such as accidents, hijacking, burglary, rape, the loss of a loved one, unemployment / retrenchment, a chronic or life-threatening medical condition, disability, domestic violence, natural disaster, alcohol and drug abuse, abduction, family suicide, fire, assault or HIV/Aids.
- 11. Helivac Road Accident Cover ("Helivac RAC")**
  - 11.1. Should You be transported by Helivac due to injuries You sustain in a motor vehicle accident, then You or an Insured Person (in the event of Your death) shall be entitled to the following services should You have a claim against the Road Accident Fund ("RAF").
  - 11.2. In this regard the RAF provides cover to all road users against injuries sustained or death arising from accidents involving motor vehicles within the borders of South Africa:
    - 11.2.1. Helivac RAC Features:
      - a. A Helivac RAC staff member will commence the RAF claims process should You be involved in a motor vehicle accident - and should You have a valid claim.
      - b. Helivac RAC's panel of attorneys will assess the merits of Your case.
      - c. There is no additional cost for medico-legal reports and accident reconstruction, including the cost of accident reconstruction specialists as well as other expert witnesses which Helivac RAC, in their sole discretion, may appoint.
      - d. Helivac RAC will provide the actuarial evaluations with respect to loss of earnings as well as reports on past and future loss of support.
      - e. Helivac RAC's attorneys will present Your claim to the RAF.
      - f. Helivac RAC will present any settlement offer received from the RAF to You or Your Estate, in the event that the motor vehicle collision resulted in Your death.
      - g. Should You (or the Executor of Your Estate) not be satisfied with a settlement offer received from the RAF, Helivac RAC will, in their sole discretion, instruct its appointed attorneys to contest the matter on Your behalf.
      - h. No contingency fees are payable to either Helivac RAC or their panel attorneys.
    - 11.2.2. You will also have access to:
      - a. legal representation in relation to Your claim;
      - b. the administration and claims management services in respect of a RAF claim lodged through Helivac RAC.

11.2.3. Who can access the Helivac RAC Services

- a. You, except if the collision was directly or indirectly due to Your negligence.
- b. An Insured Person should the motor vehicle accident cause Your death.
- c. Any immediate family member in respect of a claim for Your funeral expenses should the accident cause Your death.
- d. Any claimant under the age of 18 must be assisted by a parent or legal guardian.

11.2.4. Procedures for Service

- a. If Helivac's Medical Call Centre managed the incident:
  - i. If the Helivac Medical Call Centre managed the incident via their 087 357 7777 Call Centre, Helivac RAC's agent will initiate the RAF claims process if You are injured or killed in a motor vehicle accident.
  - ii. Helivac RAC will assist You with all the necessary administrative requirements and the preparation of the documents that You will need to submit to the RAF as part of Your claim.
- b. If the incident did not come through the Helivac Medical Call Centre:
  - i. Phone Helivac RAC on 087 357 7777 during office hours Monday to Friday between 08h30 and 16h30 and provide the Call Centre agent with the particulars of Your case.

11.3. Service Limits

- a. You are free to receive advice from sources other than Helivac RAC. However, the cost of these external services will not be covered by Helivac, unless prior written approval has been obtained from Helivac RAC.
- b. You are not obliged to use the services of Helivac RAC. In the event that You use another party other than Helivac RAC, neither Helivac, The Unlimited nor the Insurer will be liable for any costs incurred by You as a result.
- c. UNDER NO CIRCUMSTANCES WILL HELIVAC RAC BE OBLIGED TO PROVIDE THE RAC SERVICE where its assessor and/or attorneys do not substantiate the merits of Your claim, i.e. if they think Your RAF claim will not be successful. If You disagree with their opinion, or if there is a material conflict between Your assessment and that of the Helivac RAC attorneys, the case will be referred to the Helivac RAC advisory panel for review. The decision of the advisory panel shall be final and binding on both parties, and no right of appeal shall lie in respect of the advisory panel's decision.
- d. If You did not comply with all applicable laws at the time of the accident, Helivac RAC will not provide You with the services in terms of this Agreement. For example, if You were driving whilst under the influence of alcohol You will not be covered.
- e. HELIVAC RAC DOES NOT GUARANTEE THE TIMEOUS ASSESSMENT OR APPROVAL OF YOUR CLAIM BY THE RAF.
- f. IF YOU DO NOT PROVIDE HELIVAC RAC WITH ALL THE DOCUMENTATION THEY REQUIRE WITHIN THE SPECIFIED TIME LIMITS YOUR CLAIM AGAINST THE RAF MAY PRESCRIBE (I.E. EXPIRE). IN SUCH CIRCUMSTANCES, YOU WAIVE ANY AND ALL CLAIMS AGAINST US AS WELL AS HELIVAC RAC WHICH ARISE AS A RESULT OF YOUR CLAIM EXPIRING.