

Fund Managed

Outpatient Medical Schemes

THIS AGREEMENT is made on the day of two thousand and **Twenty-Four** between of P. O. Box Kigali-Rwanda (hereinafter referred to as "**the FUND OWNER**" which expression shall where the context so admit include its successors and assigns) on the one part and **Britam Insurance Company (Rwanda) Limited** a limited liability company incorporated in the Republic of Rwanda and of P. O. Box – Kigali - Rwanda (hereinafter referred to as "**the FUND ADMINISTRATOR**" which expression shall where the context so admit include its successors and assigns) of the other part and **WITNESSETH** as follows:-

- A. The **FUND ADMINISTRATOR** is mandated by its statutes and duly licensed by the Government of the Republic of Rwanda to manage and operate medical OUTPATIENT SELF FUNDED schemes for corporate entities.
- B. The **FUND OWNER** provides an outpatient self funded medical scheme for its members of staff and their dependants (hereinafter referred to as "the beneficiaries of the scheme") and has requested the **FUND ADMINISTRATOR** to manage the scheme relating to the outpatient medical services.
- C. The **FUND ADMINISTRATOR** has agreed to manage the said outpatient medical scheme subject to and on the basis of the terms and conditions herein after appearing.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS: -

The **FUND OWNER** hereby appoints the **FUND ADMINISTRATOR** as the administrator of its outpatient medical scheme in respect of the **FUND OWNER's** staff members and their dependants. The contract is renewable after expiry of the specified period. The following terms and conditions apply for the twelve months period commencing two thousand and TWENTY-FOUR.

OBLIGATIONS OF THE FUND OWNER

- B. The **FUND OWNER** shall: -
- i). Deposit with the **FUND ADMINISTRATOR** the funds required to administer the scheme. First instalment to be deposited with the **FUND ADMINISTRATOR** immediately upon the execution of this agreement. Upon 75% utilisation of this deposit, the client will replenish the fund immediately upon receiving advise from BRITAM. Benefits per family/individual are as detailed in the quotation schedule.
 - ii). Remit (upfront) with the **FUND ADMINISTRATOR** the full fees charged to administer the scheme. The total sum shall include fund administration fees per month of Rwf. 2,000 exclusive V.A.T @18% for each and every number of lives that are to be covered, however the total minimum charge of the administration fees for the scheme shall be Rwf. 236,000 per year exclusive of 18% V.A.T.
 - iii). Provide the **FUND ADMINISTRATOR** with such information as will enable the **FUND ADMINISTRATOR** to effectively manage the scheme and in particular provide the **FUND ADMINISTRATOR** with a complete list of all the beneficiaries of the scheme and keep the **FUND ADMINISTRATOR** updated on any changes in such beneficiaries.
 - iv). Reimburse the **FUND ADMINISTRATOR** for any funds that the **FUND ADMINISTRATOR** may pay to a health care provider in respect of a beneficiary of the scheme whose entitlement under the scheme had been exhausted provided that such payment was made by the **FUND ADMINISTRATOR** in good faith and without knowledge of the exhaustion or otherwise in circumstances which were unavoidable.

- v). Upon notification of 75% utilisation of the fund by the **FUND ADMINISTRATOR** the **FUND OWNER** shall immediately make the necessary arrangements to replenish the same. The **FUND ADMINISTRATOR** will reserve the right to suspend services on credit for the scheme when 90% of the current funds deposited have been exhausted.
- vi). All beneficiaries of the scheme must possess a medical smartcard to enable them access services on credit from the agreed upon panel of service providers.
- vii). Upon the exit of scheme beneficiaries, **THE FUND OWNER** will inform the **FUND ADMINISTRATOR** immediately of the same and the **FUND ADMINISTRATOR** will alert service providers of the exit with effect from the date the communication is received by the **FUND ADMINISTRATOR**. **THE FUND OWNER** will not receive a refund on the administration fees from **THE FUND ADMINISTRATOR** on any exits from the scheme.

OBLIGATIONS OF THE INSURANCE COMPANY (THE FUND ADMINISTRATOR)

- A. The Insurance Company shall
 - i). Debit the **FUND OWNER** on pro-rata monthly administration fees upon the inclusion of new beneficiary members to the scheme. If the **FUND OWNER** opts to replace an exit(s) with an entrant(s) {of equal proportion} then the **FUND OWNER** will not be debited for the transaction(s).
 - ii). Administer all aspects of the outpatient medical scheme and to this end ensure that a reasonable number of health care providers shall permit the beneficiaries of the scheme to obtain outpatient medical services on credit and shall pay for such medical services and debit the scheme funds hereinbefore referred to.

- iii). For the purposes of clause (i) hereinabove the **FUND ADMINISTRATOR** hereby confirms that the health care providers as per attached schedule shall provide outpatient services to the beneficiaries of the scheme.
- iv). Distribute to the above health care providers sufficient claim forms, which all beneficiaries of the scheme shall complete before obtaining treatment.
- v). Negotiate and procure the best available healthcare service providers at the lowest prices possible.
- vi). Operate and manage the fund with due diligence prudence and efficiency AND to this end shall advise the **FUND OWNER** of any act or thing that the **FUND OWNER** would need to know to assess the effectiveness or better operation of the fund.
- vii). Provide monthly reports during the continuance of this agreement as follows: -
 - (a). A summary statement of the fund deposit position, i.e. monthly expenditure vis-à-vis deposited funds.
 - (b). A limit threshold report showing the details of the beneficiaries' expenses and listing out the particulars of those who are about to exceed their limit. A claims experience report showing all the claims that have been made over a certain period.
- viii). Keep all information obtained by virtue of its engagement in confidence and not divulge disclose or communicate such information to any third party without consent.

- C. IT IS FURTHER AGREED AS FOLLOWS: -
- i). THAT the insurance company shall also pay claims arising out of optical or dental services as specified on the attached schedule of benefits.
 - ii). THAT beneficiaries of the scheme shall be entitled to a reimbursement of medical expenses incurred in other health service establishments other than those listed in the clause hereinabove **[part A(ii)]** including where a member of staff incurs any medical expense when he/she is travelling on official/non-official duty in an area where there is no authorised provider such member may be reimbursed by the **FUND ADMINISTRATOR**, through the Fund and on the submission of a claim form duly authenticated by the Employer/ service provider.
 - iii). THAT any funds remaining in credit with the Insurance Company upon the expiry of each policy year, will be carried over to the next period or refunded back to the **FUND OWNER PROVIDED HOWEVER** that the **FUND OWNER** will reimburse the **FUND ADMINISTRATOR** of any monies that may have been expended by the **FUND ADMINISTRATOR** in excess of the funds in any such period.

D Termination

- i) This agreement will remain in effect until terminated. The parties hereto shall be entitled to terminate this contract by giving to the other one months' prior written notice in that regard.

Any legal proceedings instituted in connection with this Agreement shall be brought before a court of competent jurisdiction in the Republic of Rwanda.

- ii) **THE FUND OWNER** shall be entitled to terminate this agreement forthwith in any one of the following events: -
 - a) The transfer of ownership of **THE FUND ADMINISTRATOR**. For the purposes of this clause a transfer of ownership of more than fifty percent (50%) of the shares in **THE FUND ADMINISTRATOR** shall be deemed to constitute a transfer of ownership.

- b) **THE FUND OWNER** not being satisfied with the financial stability of the Company as to which **THE FUND OWNER's** opinion shall be final and binding.
- c) The improper use or mismanagement of the funds.
- d) In the event of failure to effect or breach of the **FUND ADMINISTRATOR's** obligations set out at clause B (i) to (vii) (both inclusive).
- e) **THE FUND ADMINISTRATOR's** inefficient handling of claims leading to delays or refusal by service providers to render services to the fund beneficiaries.

iii) **THE FUND ADMINISTRATOR** shall be entitled to terminate this agreement forthwith in any one of the following events: -

- f) The transfer of ownership of **THE FUND OWNER**. For the purposes of this clause a transfer of ownership of more than fifty percent (50%) of the shares in **THE FUND OWNER** shall be deemed to constitute a transfer of ownership.
- g) **THE FUND ADMINISTRATOR** not being satisfied with the financial stability of the Company as to which **THE FUND ADMINISTRATOR's** opinion shall be final and binding.
- h) The appointment of a receiver, liquidator, or administrator over the assets of **THE FUND OWNER** or the filing of a winding up petition against **THE FUND OWNER**.
- i) Any breach by **THE FUND OWNER** of its obligations herein.
- j) **THE FUND OWNER** persistently refusing and or neglecting to settle the amounts due from it to **THE FUND ADMINISTRATOR**. The failure or indulgence granted by **THE FUND ADMINISTRATOR** in enforcing its rights herein shall not be construed as a waiver of its rights.

iii) Upon the termination of this agreement any amount due and owing to either **THE FUND ADMINISTRATOR** or **THE FUND OWNER** shall become payable forthwith except the Administration Fee which the Fund owner will forfeit. Termination as defined herein will be without prejudice to any antecedent rights or remedies that may have accrued to either of the parties as against the other.

Fund Payment plan

100% of the total outpatient to be paid on cover commencement.

Fund Premium	Rwf
Administration fees	Rwf
Value added tax	Rwf
Grand total	Rwf

Total population of Staff members and dependents.

SCHEDULE OF BENEFITS

CATEGORY: RWANDA COVER 10%CO-PAY

Benefits	Annual Limit (RWF)	
Outpatient overall		Per family
Dental benefit within OP		Per family
Optical benefit within OP		Per family
Vaccination for Hepatitis B		Per person
Family planning		Per visit
Circumcision		Per child

Fund member name:

Policy number:

Class of cover: Outpatient Fund Management

Period of cover: to

Place of issue: KIC Building, Kigali Rwanda

Notwithstanding any provision in this policy to the contrary it is hereby DECLARED AND AGREED that the cover will cater for treatment expenses as a result of:

- Routine outpatient consultation,
- Diagnostic X-ray and Laboratory tests
- Radiology X-ray, ultrasound, EEG, ECG and computerized tomography, MRI scans
- Prescribed physiotherapy
- Prescribed drugs and dressings.
- Chronic conditions up to the full outpatient limit
- Referrals to specialist
- Cancer treatment
- HIV/AIDS (Voluntary counselling and testing & other related treatment) plus ARV's
- Dental cover. Up to the specified limit per family. The Dental cover provides for cost of fillings, x-rays, extractions including surgical extraction together with anaesthetics fees.
- Optical cover. Up to the specified limit per family. Lens on prescription. The Maximum limit for frames is maximum 50% of outpatient cover limit.
- Routine Antenatal check-ups
- Postnatal care up to six weeks post-delivery.
- MINISANTE vaccines covered within the outpatient limit for children up to one and half years.
- Pap Smear & Prostrate surface antigen (PSA) test for employees/spouse at available credit facilities
- Travel Vaccines covered for employees only.
- Congenital condition

Scheme Exclusions

The scheme shall not pay/refund any expenses incurred directly or indirectly in connection with: -

- Self-referred or self-prescribed treatment.
- Exceeded limits and claims incurred above the cover limit or outside policy benefits.
- Benefits utilized above the cover limit.
- Weight management treatments and drugs.
- Nutritional supplements unless prescribed as part of medical treatment of specified conditions.
- Experimental treatment.
- Cost of hearing aids unless their use is necessitated by accidental* injuries.
- Treatment resulting from, or incidental to intentional self-injury, self-inflicted medical disorders/wounds, committing or attempting to commit suicide, non-adherence to medical advice, and wilfully exposing oneself to unnecessary danger except in an attempt to save human life.
- Cosmetic skin & beauty treatment (and consequent disorders), and/or cosmetic surgery unless the surgery is necessitated by accidental* injuries.
- Conditions related to drug abuse, over-indulgence in alcohol, participating in dangerous sports and/or any other sport as a professional, riots and strikes, law-breaking activities, and acts of terrorism.
- War and kindred risks (acts of foreign enemy hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, or military power).
- Injuries or conditions resulting from military, naval or air force operations, and air travel except as a passenger on a registered commercial airline.
- Infertility and impotence, male and female birth control, contraception and sterilization, reversal or any related expenses.
- Expenses recoverable under any other insurance, including benefits receivable under Workmen's Compensation Act and Government Schemes.
- Contamination from ionizing radiation or by radioactivity from nuclear fuel, waste, or fission.
- Cost of treatment in health hydros, nature cure clinics, homeopaths, Acupuncturists, chiropractors, Herbalists, unregistered medical practitioners/ nurses, or any arranged stay in hospital/nursing home for reasons other than treatment.
- Examinations or check-ups such as general health examinations not related to diagnosis of sickness or accidental bodily injury.
- Non-medical supplies
- Treatment outside the scope of cover.
- External surgical appliances (Frames, Wheelchairs).
- Diagnostic equipment (e.g., Glucometers, BP machines etc.)
- Non-MOH/ routine vaccination
- Dental exclusions: Outpatient dental prophylaxis, crowns, dental bridges, dental pontics, dental sealants, unauthorized oral surgery, replacement of natural teeth, dentures and Braces.
- Toothpaste and mouth wash.
- Optical exclusions: -Optical contact lenses and/or soft contact lenses.
-Anti-glare glasses/Plano.

Other features

- Members access panel hospitals and clinics for treatment on credit using membership cards. BRITAM pays medical bills directly to the medical service providers from the fund and prepares monthly statements to show usage and respective balances.
- BRITAM will come up with an estimate working budget. However, to effect cover we only require an initial deposit of half of the annual budget for us to start administering the outpatient benefits. This deposit is usually replenished at 75% utilization or as may be required from time to time.
- At the end of the insurance period, the unutilized funds may be carried forward to the next period or refunded to
- We charge an administration fee of Rwf.24,000.00 per person per annum. This caters for the annual fee plus cost of the smart access fee.

**Accidental injury should result from a non-excluded event occurring within the period of cover.*

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES
THIS _____ DAY OF _____ 2024.**

SIGNED on behalf of

SEALED with the COMMONSEAL of FUND OWNER

SIGNED on behalf of **BRITAM INSURANCE COMPANY (CO.) RWANDA LTD**

Authorized Signatory:
.....

CHIEF EXECUTIVE OFFICE

Authorized Signatory:
.....

MANAGER-MEDICAL