

## **ANNEX B - Maisha Terms and Conditions**

### **Terms & Conditions**

AMREF Flying Doctors will make every effort to accommodate the Clients' requirements for patient evacuation. However, AMREF Flying Doctors retains the right to use its judgment in all cases particularly in circumstances involving the safety of people and aircraft. In extreme medical emergency situations AMREF Flying Doctors will use its best endeavors to evacuate the patient(s) subject always to the pilot's discretion. The final decision to evacuate rests with AMREF Flying Doctors. Any reasons for rejection of a request for evacuations will be given within a reasonable time.

Aero medical evacuations shall be subject to clearances from the relevant air control authorities and to there being a usable airstrip near to the patient's location.

AMREF Flying Doctors reserve the right to direct you to consult with a Doctor to assess your medical needs before an evacuation is instigated.

Fraud, whether attempted or actual, will be treated very seriously. Any detected fraud will render the subscriber liable to pay in full any costs incurred by AMREF Flying Doctors, who reserve the right to take legal action if necessary.

Only registered clients are covered by this scheme. Subscription is not transferrable between people. Identification (passport or similar) will be required to confirm subscription status before the evacuation takes place.

AMREF Flying Doctors will not pay for expenses arising from or authorise a free evacuation when requested in relation to any of the following:

**Out of hospital treatment** - any out of hospital treatment or an evacuation that is requested for mild lesions, simple injuries like sprains or simple fractures and mild illnesses, which are able to be treated locally.

**Acute illness or injury at the time of enrolment** - any evacuation for an acute illness or injury that a subscriber was being treated for at the time of or immediately prior to enrolment.

**Inpatient medical cost** - any inpatient medical costs.

**Professional sports and willful exposure to needless danger** - an evacuation of a subscriber who is engaged in any professional activity, or any sport or activity reasonably considered by us at our discretion, as being of a dangerous nature without limiting the generality thereof including but not limited to parachuting, gliding, paragliding, parascending, whitewater rafting, canoeing, underwater diving involving the use of any artificial apparatus, unless the subscriber holds an open water diving with a certified instructor, both no deeper than 30 meters below the surface, hand gliding, or bungee jumping, or any occupation reasonably considered by us, at our discretion, as being of a dangerous nature, without limiting the generality thereof, including, but not limited to mining, construction and security unless previously disclosed and accepted by AMREF.

**War, political violence, civil unrest** - An evacuation for injury sustained as a result of willfully taking part in war, political violence or civil unrest".

**Search & Rescue** - search/rescue operations if a subscriber is lost in a remote area.

**Self-inflicted injuries and influence of alcohol and/or drugs** - an evacuation for self-inflicted injuries. We do not pay for an evacuation for any illness or injuries sustained whilst a subscriber is under the influence of alcohol and /or drugs.

**Criminal activity** - any evacuation arising from or related to injuries sustained whilst engaging in a criminal or unlawful act.

**Psychiatric, psycho** - geriatric or mental illnesses or conditions - the evacuation where the subscribers primary admitting diagnosis is an inpatient psychiatric disorder.

**Contamination** - the evacuation for any conditions arising directly or indirectly from chemical or biological contamination, however caused or from contamination caused from nuclear fission, ionizing radiation or by radioactivity from nuclear fuel or waste

**Organ transplant lists** - any evacuation of a subscriber who is on an organ transplant list prior to enrolment

Outside of this scheme it may be possible to offer evacuations against personal payment by the client.