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HELIVAC MEMBERSHIP

DESCRIPTION OF SERVICES AND BENEFITS

HELIVAC EMERGENCY MEDICAL RESPONSE AND MEDICAL TRANSPORTATIONS

1. In an emergency situation, Helivac will coordinate the dispatch of an emergency medical response team or emergency transportation to the scene of the emergency where appropriate life saving support will be provided to the member.
2. Medical Transportation will be conducted by a complete network of ambulances, paramedics, as well as the Medical Helicopter and Fixed Wing Service closest to your scene.
3. Nationwide Pre-Hospital Emergency Medical Care

HELIVAC MEDICAL ADVICE AND INFORMATION HOT LINE

1. The Helivac medical personnel (Doctors & Nurses) are available 24 hours a day to provide general medical information and advice. This is an advisory service only, as a telephonic conversation does not permit an accurate diagnosis. Advice includes providing information on Referrals to medical facilities.
2. In addition to the general medical advice service, one call to the same number will trigger the Helivac medical operators who will guide your member through a medical crisis situation, provide your member with emergency advice and organise for them to receive the support they need. This program includes referrals to crisis lines in case of: Family and Domestic Abuse; Rape; Trauma; Child Abuse; HIV and Poison Hotline (in house).

THE HELIVAC ROADSIDE ASSISTANCE PROGRAM (where this benefit has been included)

1. The Helivac Roadside Assistance program provides assistance to our members who are involved in a Roadside Emergency. By calling the Helivac Call Centre in Johannesburg, our members will have access to a team of dedicated case management agents who will assist you with the roadside emergency assistance.
2. Helivac will arrange for assistance at the roadside where the cause of the problem is one of the following:
 - . A Flat Tyre - Helivac will arrange to have the spare tyre put onto the vehicle
 - . Flat Battery - Helivac will arrange to have the vehicle started where possible.
 - . Keys locked in vehicle - Helivac will arrange for a locksmith to open the vehicle and retrieve the keys, only where the keys have been locked in the vehicle.
 - . Run out of fuel - Helivac will arrange for fuel to be delivered to your member but the cost of the fuel as well as the delivery will be for your member's account.
3. Breakdown Towing: Arrangement and dedicated case management of Mechanical & Electrical towing assistance will be fulfilled by Helivac to tow the vehicle to the closest approved repairer
4. Transmission of Urgent Messages: Helivac will relay messages of delay or changed arrangements to a nominated family member or business colleague at your member's request.

TEL 0861 Helivac(435482) FAX 0866258048 EMAIL info@helivac.co.za

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5. Storage: Should your member require it, Helivac will arrange for the safe storage of the vehicle.

6. All third party costs incurred are for the member's own account, and payable to the Service Provider upon delivery of the service at pre-negotiated Helivac Rates.

7. Exclusions: Loss, theft or damage to keys, locks or gear locks

HELIVAC PANIC BUTTON (where this benefit has been included)

Turn your cellphone into the ultimate emergency assistance tool in any situation. Helivac Panic will be there to assist you 24/7 no matter where you are. In any form of emergency where the employee is unable to contact us telephonically, by pressing your Helivac Panic button on your cellphone, our emergency alarm centre will contact you back to assess your emergency needs.

At the time of receiving this alert in our alarm centre, all your location details would have been populated into our case management system which will better assist our agents to send the necessary help to your employees/members.

In the event that the member does not respond to the call then the Emergency process will be initiated.

The panic button service will cost the member 21 cents per signal sent and therefore need to have such available in their mobile account at the time of usage.

TERMS AND CONDITIONS OF THE HELIVAC MEMBERSHIP

DEFINITIONS

Company means Helivac Medical Services Pty Ltd.

Dependent means the Spouse and Children of the Main Member; or alternatively the Parents of the Main Member. Children must be under the age of 25, at which point Membership will then no longer apply. Parents must be under the age of 70 when Membership has been activated. In situations in which the court has appointed the Member as a legal guardian to a person who is not related, those individuals will be classified as dependents. Documentation must be sent to Helivac to motivate those instances.

It is important to note that even if a Member has stipulated a dependent on the system, and the information has been updated, if the dependents do not fall under the terms and rules of this membership- Helivac will not be obliged to fulfill the costs of the services conducted and received by that dependent.

Emergency Evacuation means the transfer of a Member to the nearest suitable medical facility in the event of an emergency to obtain necessary Emergency Medical Treatment.

Flight Assistance Relief Payment if you are flown by the EMS Helicopter Service, you will receive a R30,000.00 (Thirty Thousand Rand) cash payment into your personal account that could be used as you need.

Hospital means a Hospital (other than an institution for the aged, chronically ill or convalescent rest or nursing home and/or drug or alcohol rehabilitation facilities) operated pursuant to the law for the care and treatment of injured or sick persons with organised facilities for diagnosis and surgery and having 24-hour nursing service and medical supervision.

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Medical Practitioner means a person registered with a current, legal licence to practice medicine, but excludes a Member or a Member's immediate family.

Member means the individual entitled to the benefits of Helivac, between the ages of 18 and 70 when membership is activated. The member is entitled to have Dependents on the family membership.

Membership means the benefits that the Member is entitled to, through paying monthly membership fees to the Company.

Period of Membership means the period of time during which the Member is entitled to benefits which ceases when the Member attains the age of 80 years or the date upon which the Member ceases their membership with the Company, whichever occurs first.

Terms and Conditions means the rules and regulations as documented here and understood by the Members.

War means war, whether declared or not, or any warlike activities (including use of military force) by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other

MEMBERSHIP PAYMENT

1. The Member is liable for a membership fee and the membership fee is payable monthly in advance as of the Effective date of the Membership.
2. The Company shall not be liable for any benefit arising under this Membership that occurs prior to receipt of the membership fee.
3. The Company shall not be obliged to accept membership fees tendered to it or to any intermediary after such date, but may do so upon such terms as it in its sole discretion may determine.
4. In the event of the company not accepting membership fees, the Membership will cease from the date from which the premium became due.
5. The Company reserves the right to ask for proof of payment at any time. Such proof must be to the Company's satisfaction.

FLIGHT ASSISTANCE

If a paramedic is able to access immediately that a patient/ Member falls into any one of the flight criteria below, the patient will be airlifted to the nearest facility, if possible specializing in that trauma. The costs of the evacuation will be paid by Helivac, subject to the terms and conditions of this membership.

Separate to this, Helivac will pay the Flight Assistance Relief Payment of R30 000 to the Member, subject to the terms and conditions of this Membership- in the event of a Medical Helicopter being dispatched during the period of membership and within 30 days of the event.

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Helivac will use the following criteria to necessitate an Emergency Flight Evacuation:

- Severe penetrating trauma to the head, neck, chest, abdomen and pelvis;
- Blunt trauma to the chest, abdomen or pelvis with a high index of suspicion for major internal bleeding;
- Threatened limbs or proximal long bone amputations;
- Spinal injury with neurological deficit;
- Head injury with a GCS of no less than 6/15;
- Stroke patients requiring rapid access to a stroke Centre;
- Compromised cardiac patients with a time to hospital exceeding 30 minutes;
- Acute anaphylaxis with airway compromise or no availability of ALS;
- Hypothermia - core temperature less than 35°C;
- Hyperthermia - core temperature greater than 40°C;
- Burns: Facial burns with inhalation injury;
- Children with greater than 20% BSA injury;
- Adults with greater than 30% BSA injury;
- Haemodynamically unstable patient despite intervention or with no availability of ALS;
- Respiratory difficulties despite intervention or with no availability of ALS;
- Where specialist medical expertise of the flight crew is required;
- Near drowning;
- Electrocutation;
- Long bone fractures, including neck of femur with prolonged time to hospital;
- Hip dislocations due to severe trauma;
- Prolonged entrapment (or predicted >45 minutes);
- Severe mechanism of injury with time to appropriate facility exceeding 30 minutes

When do Logistical guidelines form a part of that decision?

- Where access to the accident scene by road is limited or time delay to definitive care is deemed to be detrimental in light of the presenting medical condition/injury;
- Major incidents where resources are limited and additional resources are urgently required

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FLIGHT ASSISTANCE RELIEF PAYMENT CONDITIONS

Separate to the Flight Assistance, Helivac will pay the Flight Assistance Relief Payment of R30 000 to the Member, in the event of a Medical Helicopter being dispatched during the period of membership and within 90 days of the event, subject to the terms and conditions of this Membership.

- 1. Acceptance of Benefit** If the Company has paid a cash benefit under this Membership and the Member has accepted full and final payment, the Company will not have to make any further payments to the Member for the same event.
- 2. Claims Notification** The Member must give the Company notice in writing, and supply all necessary documentation requested by Helivac, within 90 days of an Accident or any occurrence, which may give rise to a claim for the Flight Assistance Relief Payment under this Membership.
- 3. Fraud** Any fraud, deliberate dishonesty, or hiding information connected with a claim, will make this Membership invalid. If this happens, the Member will lose any benefit due to them and they must pay back any benefit that the Company has already paid. If this happens, the Company will not refund any premiums and can at their discretion cancel the Membership.
- 4. Liability** If the Company denies liability in respect of any claim and the Member does not institute legal action and serve summons on the Company (or initiate arbitration proceedings if the Company has agreed to submit to arbitration) within 12 months after such repudiation, all benefits under this Membership in respect of such claim shall be forfeited.

EXCLUSIONS

The Company shall not be liable to pay the Flight Assistance Relief Payment of any Member for any Event caused or arising directly or indirectly from:

1. War, invasion, act of foreign enemy, hostilities (whether War is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, labour disturbances, riot, strike or lock-out; or
2. Any criminal or illegal act committed by a Member; or
3. Self-inflicted Illness or Injury, or attempted suicide; or
4. Acquired Immune Deficiency Syndrome (A.I.D.S) or HIV infection, including all phases and consequences thereof; or
5. The Member's willful or deliberate exposure to danger (except in an attempt to save human life); or
6. 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
7. The Member 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 the Member nor a member of the Member's family; or
8. Active involvement in any Terrorist Act or bomb incident or threat thereof; or

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9. The use, release or escape of nuclear materials that directly or indirectly results in ionizing, radiation or contamination by radioactivity from any nuclear fuel or from nuclear weapons materials. For the purpose of this exclusion only combustion will include any self-sustaining process of nuclear fission; or

10. The dispersal or application of pathogenic or poisonous biological or chemical materials as a result of War or a Terrorist Act.

If the Company alleges that by reason of any of the above exclusions, the Flight Assistance Relief Payment is not covered by this Membership, the burden of proving the contrary shall rest on the Member.

GENERAL CONDITIONS

1. Law and Jurisdiction This Membership is the Terms and Conditions between the Member and the Company and will be governed by the laws of South Africa and its courts shall have exclusive jurisdiction to the exclusion of the courts of any other country.

2. Assignment This Membership cannot be ceded, assigned or in any way transferred to a third party. Benefits shall be payable only to the Member, or its legal representative.

3. Misrepresentation This Membership shall be voidable (in the absolute discretion of the Company only) in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Member of any information material to this Membership.

4. Cancellation of Membership The Company or the Member may cancel this Membership by giving 30 days notice in writing to the other party.

5. Tax Liability The onus shall always be upon the Member to ascertain, correctly admit and pay any tax liability in respect of any benefit paid.

6. Rights of Third Parties No person other than the Member or the Company may enforce any terms of this membership.

7. Other Interest No person other than the Member can receive any benefits in terms of this memberships.

8. Failure to comply with the terms and conditions (any obligation to act in a certain way specified in this Agreement) may prejudice the Member's position to recover under any benefits covered under this membership.

9. This membership will not provide benefits arising from, injury, damage or legal liability sustained directly or indirectly by: Any terrorist or member of a terrorist organization, narcotics trafficker, or purveyor of nuclear, chemical or biological weapons.

CROSS BORDER AND INTERNATIONAL CONDITIONS

The Flight Assistance Relief Payment no longer applies once the Emergency incident is Cross Border.

Arrangement of Emergency Medical Evacuation

Helivac will arrange for the provision of air and/or surface transportation, medical care during transportation, communications and all usual ancillary services required to move the member to the nearest hospital where appropriate medical care is available.

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Pre-hospitalization transportation is limited to the cost of R 100,000.00 for the Individual or Family Memberships.

Helivac will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

Arrangement of Emergency Medical Repatriation

Helivac will arrange for the return of the member to his/her country of residence following the Helivac members emergency medical evacuation and subsequent hospitalization outside South Africa.

Helivac will arrange for the provision of appropriate communication and linguistic capabilities, mobile medical equipment and medical escort crew.

Arrangement of Repatriation of Mortal Remains

Helivac will arrange for the transportation of the member's mortal remains back to South Africa.

DISPUTES AND COMPLAINTS

The Company will make every effort to ensure that the Member receives a good standard of service. If the Member is not satisfied with the Company's service please contact: The Intermediary who arranged this iMembership or the Company: Helivac, PO Box 5123, Meyersdal, 1447 or admin@helivac.co.za

The Company will do its best to resolve any difficulty direct with the Member, but if the Company is unable to do this to the Member's satisfaction, he or she may be entitled to refer any dispute to the Consumer Protection Commission.

CONSUMER PROTECTION INFORMATION

Complaints can be addressed to :

THE NATIONAL CONSUMER COMMISSION

Tel: 086 026 6786

Fax: 086 151 5229

Email: NNetshitomboni@thence.co.za

Physical address

The National Consumer Commission.
The DTI Campus, Mulayo (Block E)
77 Meintjies Street
Sunnyside,
Pretoria

Postal address

The National Consumer Commission.
Private Bag x84,
Pretoria
0001

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PERSONAL INFORMATION AND DATA PROTECTION

The Member:

1. Confirms that the Member has provided all personal data of themselves and dependents- needed for the purpose of administering this Membership with the consent of the dependents to whom the personal data refers. This includes all past medical information that would be important at the scene of a current Medical Emergency;
2. Acknowledges that the Company will process such personal data only for the purpose of administering the services according to the Membership and claims made under this Membership for as long as any claim may be asserted against the Company;

The Company will use information given, together with other information supplied during the course of the Membership, for the administration of this Membership; the handling of benefits and claims; and the provision of customer services.

The information may also be disclosed to and used by:

1. The Company's service providers and agents; and/or
2. The Member's agents, where appointed; and/or
3. Other insurers and regulatory bodies.

The member acknowledges that the Company will process such personal data only for the purpose of administering the membership and benefits provided under this agreement.

"THE HELIVAC PANIC BUTTON" TERMS AND CONDITIONS

(If this is relevant to the Membership that you have with Helivac.)

Please note that the Panic Button's location based software currently only picks up an approximate location for MTN and Vodacom Networks. The Panic button will still work where a client uses a network other than MTN or Vodacom, but the approximate GPS coordinates will not be obtainable. An activation message will still be sent via the Panic button in such circumstances to the control centre who will make contact with the member.

1. INTERPRETATION

The Panic Button is referred to as the Generic Assist Button in the terms below.

1.1 **"the/this Agreement"** means the Agreement as set out herein.

1.2 **"Member"** means a person who has applied to become a Member of the Generic Assist Button system through Helivac, either telephonically, or by means of a completed, signed application form, or by means of a completed on-line application form and who has been accepted by Generic Assist Button, as a Member of the system.

1.3 **"Member Information"** means information in respect of the Member, which has been verified and / or supplied by the Member.

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1.4 **"Service Provider"** means a third party Service provider that the Company may use/ Cellfind Pty Ltd.

1.5 **"the System"** means the technology and infrastructure utilized for the transmission of any alert between the Member and the Company that may include location information of geo-location information provided by GSM networks.

1.6 **"The Company"** means Helivac Medical Helicopter Services Pty Ltd.

1.7 **"Accuracy"** means the accuracy within which a Locatable Cell Phone may be Located using the Service.

1.8 **"Inappropriate Use"** means any use of the Service for illegal purposes or for any purposes as may reasonably be determined by the Service Provider and the Company violating the rights and/or dignity of any individual or entity, including but not limited to any and all rights of privacy, any intellectual property rights (including but not limited to trademark or copyright), as well as any use that could reasonably be interpreted as defamatory, libellous, offensive, discriminatory or intimidating.

1.9 **"Locate or Located"** means the process of locating a Locatable Cell Phone by means of the Service.

1.10 **"Location Rights"** means the right to locate a Locatable GSM device, which is conferred to a locator; the legal right bestowed on any government agency as governed by IMP Act, the ECT Act and the RICPCI Act and related legislation.

1.11 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.12 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

2. MEMBER'S ACKNOWLEDGEMENT

The Member acknowledges and agrees that:

2.1 Service quality and coverage available to the Member shall be limited to that provided by the system and the Services may from time to time be adversely affected by physical features such as no cellular coverage as well as atmospheric conditions and other causes of interference.

2.2 He/She shall not hold the Helivac/ Company or Service Provider/ Cellfind Pty Ltd or any of its directors, employees, agents or approved representatives liable for any non-availability of the Service or for any other reason whatsoever including damages and consequential loss.

2.3 He/She shall acknowledge that access to and delivery of the Content and performance and message transmission response times are subject to the enabling technology on which the Content is based and may be adversely affected by network performance and other operational factors beyond our control, including, without limitation, congestion, network coverage, dropped connections and the performance of wireless enabled devices.

2.4 The Company/ Helivac is not responsible for any failure to deliver Content to you if your mobile phone is not switched on or is not configured correctly, your answer is not in the correct format, your mobile phone is not within coverage or for any other reason cannot be reached, you have a bar on text/WAP/Java Services, you are a prepaid subscriber and you have run out of calling credit, your message mail box or phone memory is full or for any other reason which is out of our control or out of the control of any third party delivering the Content.

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2.5 This Service is only valid within the Republic of South Africa.

2.6 He/She shall acknowledge and accept that the Company and its Service Provider do not guarantee the Accuracy of the Service and shall not be liable for any lack thereof. He/She shall acknowledge and accept that availability, quality and coverage of the Service may be limited from time to time and further, that the Services may from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, as well as atmospheric conditions and other general causes of interference.

2.7 The member needs a value of R 0.21 on their cellphone account to activate the Generic Assist button. This may change from time to time, and is dependent on the Network Providers.

3. LIABILITY

3.1 The Company/ Helivac together with its Service Provider/ Cellfind Pty Ltd shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Member whatsoever no matter when or how arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular the generic assist button shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.

3.2 Whilst every effort has and will be made by the Company/ Helivac to ensure the accuracy of the information presented by the Member- neither the Company/ Helivac, any of its directors, employees, agents or approved representatives will be held liable for any omission or errors, or for any misfortunes or damages which may arise there from.

3.3 The Company/ Helivac, any of its directors, employees, agents or approved representatives is the Member's information facilitator and makes no representation regarding the suitability of the information and content for any purpose whatsoever.

3.4 The final decisions regarding the diagnosis and subsequent treatment of the Member or Members at the scene of an emergency or thereafter are complex, and is at the sole discretion of the emergency Services personnel and the Company/ Helivac, any of its directors, employees, agents or approved representatives cannot be held liable for any misdiagnosis or treatment.

3.5 The Member acknowledges the Company's/ Helivac's right to inform third parties of any breach by the Member of its obligations in terms of this Agreement and the Member indemnifies the customer in respect of any claim whatsoever arising from the Generic Assist Button's exercising of this right.

3.6 The Member acknowledges that He/She shall not hold the Company/ Helivac, any of its directors, employees, agents or approved representatives liable for a Member's failure to use or complete necessary steps in using the Service. By subscribing you acknowledge that you are fully aware of all charges involved in subscription and usage of the Service.

3.7 The Member acknowledges that He/She shall not hold the Company/ Helivac, any of its directors, employees, and agents or approved representatives liable for any breakdown or failure of any equipment or medium of access to the Company's website.

4. EXCUSABLE EVENTS

4.1 The Company/ Helivac shall not be liable to the Member for any breach of these terms and conditions or failure on the Generic Assist Button's part to perform any obligations as a result of acts of God, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, or any other similar cause beyond the customer's reasonable control.

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5. MEMBER'S INFORMATION

5.1 The Member confirms that the Member's information supplied to the Company/ Helivac either telephonically or by means of an application form or by means of on-line registration is true and correct in every respect and undertakes to inform the Company/ Helivac immediately should any of such information at any time change.

6. CONFIDENTIALITY

6.1 Helivac undertakes that it shall not at any time discuss with or disclose or reveal the Member's information to any person, other than to:

- The Company/ Helivac, any of its directors, employees, agents or approved representatives who are required in the course of their duties to have access to the Member's information especially to perform their duties.
- Service providers in terms of these terms and conditions.

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