

## THE GEMS CONTRACT

### **PREAMBLE**

#### ***Understanding The Gems Concept***

**Name:** *GEMS*: An acronym for Guarantor, Emergencies, Medicare & Services.

**Problem:** In a medical emergency there are two needs that beg to be satisfied they are: -

- 1) Hospitals are willing to help but need to be reassured that they shall be paid for their services.
- 2) The patient needs the appropriate level of care immediately.

**Solution:** Provide a secure financial environment for Hospitals to provide the appropriate level of care to the patient prior to establishing the patient's ability to pay.

**Method:** GEMS provides a financial guarantee that waives the deposit that hospitals require at admission for medical emergencies. GEMS permits prompt treatment and the appropriate level of care even for persons with pre-existing conditions; exclusions and even those without medical coverage. GEMS permits immediate treatment and allows time for the patient to establish ability to pay.

**Analogy:** 1) GEMS works with similar principles to a credit card. However a credit card is designed for healthy persons in "Shopping Emergencies!" It assumes that the holder needs no assistance. Medical emergencies require solutions that give the afflicted person a greater degree of support to satisfy the unique, demanding and life-threatening challenges that emerge. Eg. Will the credit balance on your credit card always be adequate to satisfy the deposit requirement of the hospital? Can others use your credit card to make payment to help you when you are unconscious? Can your credit card help admit your children to hospital while you are away or at work?

**Analogy** 2) GEMS is similar to having cash deposits lodged at various hospitals. Therefore if your GEMS Authorized Balance is \$10,000 and there are 10 participating hospitals, it is

as if you had a total of \$100,000 deposited at various hospitals.

The Preamble is not any condition of coverage and should not be relied upon to the prejudice of the GEMS Contract, MEDISERV International Ltd., Capital Ventures Ltd. or any Service Provider in the performance of this agreement.

### **CONDITIONS**

In this contract the following terms shall bear the meanings assigned to them.

The Preamble and the GEMS Concept forms no part of this contract.

Interpretations:

**a) Approved Balance:** - The maximum limit of the value that can be guaranteed by the company on behalf of any member. This value is stated in the Summary of Benefits of the Base Plan.

**b) Confirmed Balance:** - When GEMS is invoked refers to the value that is approved by the company and authorized as the financial guarantee it assumes with the Service Provider. This value is usually not more than the value of the Approved Balance.

**c) Independent Service Provider (ISP):** Any Service Providers such as doctors, labs and pharmacies, which for the purpose of servicing any medical emergency, are operating and billing independently of any hospital, or nursing home.

**d) Medical Emergency:** - any unplanned necessity requiring access to any health care service offered at any hospital or nursing home or other Service Provider approved exclusively by the Company.

**e) Member:-** The Principal individually and or any combination of eligible dependents.

**f) Primary Contract:** The contract associated with the member's Base Plan and also against which this Attachment depends for legitimacy.

**g) Security Deposit:-** The amount of money demanded by a Service Provider as a deposit against potential services rendered and usually sought prior to providing service.

1) MEDISERV International Ltd. and or its agents or its assigns, (the Company), will negotiate with Service Providers and enter into any agreement and in so doing may provide and or arrange cash advances, and or deposits, and or any other arrangement, hereinafter called cash advances, to guarantee, on behalf of the member, payment for services rendered to the member in any medical emergency.

2) This agreement also referred herein as the GEMS contract is an Attachment of the Primary Contract.

3) The effective date of this agreement is 1<sup>st</sup> November, 2010 and shall supersede all previous GEMS contracts. Its terms shall apply for any GEMS invoked on or after the effective date of this agreement.

4) The member understands that GEMS is an independent benefit that shall not provide any reimbursement against any expense of any member. GEMS is not insurance coverage.

5) The Principal has applied and was approved for access to the GEMS guarantee and desires to access cash advances to authorize medical care by waiving the hospital's deposit requirement at admission and or also to waive any participating Service Provider's demand for immediate or upfront payment in any medical emergency.

6) The Company reserves the right to accept or reject the Principal's future renewal or continued participation in GEMS.

7) The GEMS service and the word 'guarantee' shall not be interpreted to mean that the member shall receive as of right any preferred treatment or any discount; that any service shall be effective or available; that any or all of the Service Providers shall be obligated to provide the requested service at the time the member requests the service; or that any Service Provider has any superior service or any other superior credentials than any other; or that the member shall not pay or have to pay for any service. It is hereby expressly understood that the member shall be

fully liable for the total cost of any service incurred.

**8)** The Company shall determine the commencement date for new members and reinstatement of lapsed agreements.

**9)** An account with an Authorized Balance shall be established and all eligible members of the Base Plan shall share in that account. The Authorized Balance shall determine the maximum amount of cash advance the Principal can pre-authorize when invoking GEMS and the level of emergency medical care that may be accessed. The Company reserves a right to exceed the Authorized Balance in its relationship with any member and the member shall remain liable for all indebtedness and liabilities incurred.

**10)** There shall be a one-month waiting period after the commencement date before eligibility to invoke any GEMS benefit.

**11)** Unless otherwise stated the commencement date shall coincide with the then current commencement date of the Base Plan. The commencement date shall determine the anniversary date for renewal. Within thirty-one (31) days of the anniversary date, benefits shall be suspended unless renewal contributions are paid.

**12)** The member shall invoke GEMS for unlimited emergencies, each may be identified by an Emergency Number.

**13)** If when seeking service, the Service Provider requires a deposit or any payment that is greater than the member's Confirmed Balance, the member is responsible for providing the additional security deposit or payment.

**14)** The company reserves a right to extend the GEMS service and provide access to selected Independent Service Providers (ISP) on a scheduled non-emergency, discretionary or elective basis. It is understood that, with the exception of an ISP, any scheduled service incurred at any hospital or nursing home is not considered to be a medical emergency.

**15)** The member shall notify the Company within forty-eight (48) hours

of invoking GEMS for any medical emergency or after settlement of any obligation with any Service Provider.

**16)** Any GEMS benefit may be changed, controlled or suspended or cancelled at anytime, for any reason, without notice, and especially if the Company perceives any abuse or delinquency.

**17)** The member authorizes the Company and Service Providers to: - Initiate action intended to benefit the member; share the member's medical information with Service Providers and or give service in any emergency whereby it is satisfied that the member is a viable GEMS participant. The Principal and or the member agree to settle all liabilities incurred.

**18)** All current viable Principals or registered spouses can sign to identify for admittance and or treatment, any other current viable principal, spouse or dependent without the identifying Principal or spouse being held liable for the charges accrued by the patient. *(This facility is intended especially for members who are unconscious; too weak or otherwise unable to participate in the admission process and to facilitate dependent children who are attending school; and when the principal or spouse is unable to act in the interest of the child.)*

**19)** If any Service Provider in its absolute right is unwilling to oblige, such Service Provider shall not be obligated to accept the validity of any member's identity and or presentation and can delay or refuse service or refer any member to any other facility. The member hereby understands and agrees that GEMS is intended to supplement or support the Service Provider's normal operating procedure or decision making authority; GEMS is not intended or offered to the member as a system to supersede or override the Service Provider's normal operating procedure or decision making authority.

**20)** When GEMS is invoked, the Principal's and or the member's indebtedness shall be ascribed first to the Service Provider. The Principal's and or the member's indebtedness to the Service Provider shall be transferred to the Company after thirty (30) days from invoking GEMS or

immediately if the Service Provider bills the Company which ever is sooner.

**21)** Before the ill member leaves the Service Provider the Principal and or the member shall be responsible for arranging settlement with the Service Provider for the full cost of any service rendered. If no settlement has been arranged and or fulfilled, the principal and the member shall either jointly or separately be subject to the conditions set forth in the then current version of the Schedule of Charges and Penalties for Hospitals and Nursing Homes.

**22)** Also if no settlement has been arranged and or fulfilled within seven (7) days of the invoked medical emergency, access to other participating Service Providers shall be terminated for all members covered under the Base Plan. All such members shall cease to be viable members after fourteen (14) days if there is no complete settlement of expenses incurred with any ISP; thirty (30) days for a hospital or nursing home; the Principal becomes a bad-debtor in his or her personal financial affairs; or the Approved Balance is exhausted.

**23)** Until settlement is completed, the Principal and or the member agree to pay all service charges and penalties as prescribed by the Company and hereby authorizes and instructs his or her employer, debtors or the executor of his or her estate to make appropriate deductions as determined by the Company and to pay directly to the Company to settle all outstanding debts or obligations owed the Company and or any Service Provider.

**24)** The Principal and or the member remain liable for any unsettled indebtedness with either the Company or the Service Provider, or both, even after this agreement is terminated.

**25)** Once invoked, GEMS shall take priority whenever there are conflicts with any discount or benefit plans.

**26)** The registered spouse or dependent shall be authorized to invoke GEMS benefits. The Principal and or the member understand that this shall cause the incurrence of liability.

**27)** Whenever any payment is made to any Service Provider for services rendered by or via the said Service Provider, such Service Provider has the right to allocate the payment to itself, and or any third party supplier as it deems fit.

**28)** The Company shall not be held liable for the member's lost or stolen information, inaccuracies in the documentation or records and for negligence, whether or not caused by the Company. Confirmation of a change of address, dependent, lost or stolen ID cards, smartcards and other facilities must be reported by the Principal immediately, in writing to the Company.

**29)** All ID cards shall remain the property of the company. The Principal shall pay a fee for reissue of any ID card.

**30)** Unless otherwise indicated, expiry date printed on the ID card refers exclusively to the date at which the card stock needs to be replaced.

**31)** The Principal and or the member agree to keep the Company and Service Provider indemnified against any loss, damage or liability suffered and legal fees and costs incurred for any loss suffered by the member as related to the performance of GEMS. The Principal and or the member also agree that, in the performance of this agreement, the Company is not liable to make payment against any member's claims for reimbursement or for loss. Notwithstanding the above, if there arise any liability, it shall be

limited to an amount not exceeding one year of the GEMS subscription contribution paid.

**32) Additional benefits:-**

**a)** A death benefit which value is specified on the Summary Of Benefits is paid to the beneficiary exclusively if the Principal dies after the last day of the third (3<sup>rd</sup>) month of his participation in GEMS provided that the Principal had not yet attained age sixty-five (65) and death was not caused directly or indirectly by any exclusion or pre-existing condition or any other prohibition as stated within the Primary Contract.

**i)** Except as provided in the relevant Enhancement Benefit acquired, the death benefit shall be valid exclusively against the death of the Principal.

**ii)** In the death benefit an exception to the age restriction shall be made and the death benefit shall be extended after age sixty-five (65) and until the natural death of the Principal only if, before the end of the fifth (5<sup>th</sup>) anniversary of the Principal's initial commencement date, the Principal (regardless of age) created a Family Tree which enlisted a minimum of five (5) other persons assigned to his first (1<sup>st</sup>) Generation and who themselves had participated as Principals in the Fund and or GEMS for at least one (1) year. The assigned Principals are not required to participate

simultaneously. After this requirement is satisfied, the Principal must apply for an Attachment to authorize eligibility for this Benefit.

**iii)** The death benefit shall be void if death occurs after the Principal's sixty-fifth (65) birthday or from any exclusion or prohibition mentioned in the Primary Contract.

**iv)** The preceding terms and conditions shall not bar access to the emergency medical guarantee provided in GEMS.

**33)** Member expressly authorizes and grants consent to the Company, whether acting on its own or through any Credit Reporting Agency, to seek and obtain information relating to past credit history and dealings, whether in Trinidad & Tobago or elsewhere, with any third parties which the Company and or Credit Grantor may consider pertinent in arriving at an informed decision of Member's worthiness or credit rating.

**34)** GEMS Benefits are not transferable.

**35)** The Company can waive or delay enforcing its rights under this Agreement without losing them.

**36)** The Company reserves the right to adjust, limit or reduce any members' access to the Authorized Balance at any time.

**37)** If any provision of this Agreement is unenforceable, this will not make any other provision unenforceable.