

# WOOLTRU HEALTHCARE FUND

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# WOOLTRU HEALTHCARE FUND

## RULES

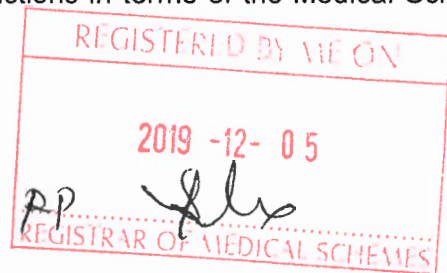
### 1. NAME

The name of the Fund is Wooltru Healthcare Fund, hereinafter referred to as the "Fund".

### 2. LEGAL PERSONA

The Fund, in its own name, is a body corporate, capable of suing and of being sued and of doing or causing to be done all such things as may be necessary for or incidental to the exercise of its powers or the performance of its functions in terms of the Medical Schemes Act and Regulations and these Rules.

### 3. REGISTERED OFFICE



The registered office of the Fund is situated at Momentum Health Solutions (Pty) Ltd, Building 6, 7 Mispel Road, Parc du Cap, Bellville, Cape Town, but the Board may transfer such office to any other location in the Republic of South Africa, should circumstances so dictate.

### 4. DEFINITIONS

In these Rules, a word or expression defined in the Medical Schemes Act (Act 131 of 1998) bears the meaning thus assigned to it and, unless inconsistent with the context—

- (a) a word or expression in the masculine gender includes the feminine and vice versa;

- (b) a word in the singular number includes the plural, and vice versa; and
- (c) the following expressions have the following meanings:

4.1. **"Act"**

the Medical Schemes Act (Act No 131 of 1998), as amended, and the Regulations framed thereunder;

4.2. **"Additional Adult Dependant"**

any Dependant, over the age of 21, who is not the Spouse or Partner of a Member, with the exception of a Child over the age of 21 who due to a mental or physical disability is dependent upon the Member;

4.3. **"Admission date" shall mean-**

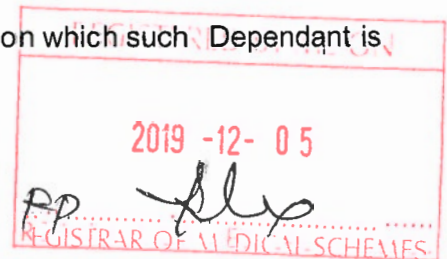
- 4.3.1. in respect of an Employer, the date on which the contract between the Fund and the Employer becomes operative;
- 4.3.2. in respect of a Member, the date on which he is admitted as a Member; and
- 4.3.3. in respect of a Dependant of a Member, the date upon which such Dependant is registered as a Dependant in terms of these Rules;

4.4. **"Agreed Tariff"**

in relation to a benefit, the net or final tariff payable in respect of a relevant health service as negotiated with any Designated Service Provider;

4.5. **"Annual Limits"**

the maximum benefits to which a Beneficiary is entitled in terms of these Rules, and such shall be pro-rated according to the Beneficiary's date of admission and calculated per Financial Year according to Date of Service;



4.6. **"Applicant"**

a person who applies for Membership for himself and/or for the registration of his Dependants;

4.7. **"Application"**

an application, on a form/s approved by the Board, for Membership and/or for registration of a Dependant;

4.8. **"Approval"**

prior written approval of the Board or its authorised representative;

4.9. **"Associate"**

means any company in which a Principal Employer owns more than 20% but less than a majority of the shares of such company;

4.10. **"Associated Employer"**

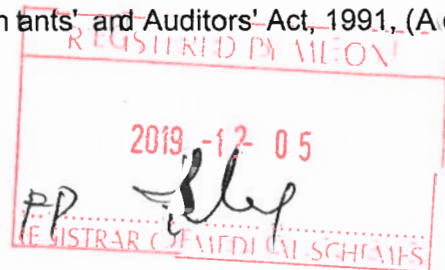
any Subsidiary or Associate company of a Principal Employer, which company has, with the consent of that Principal Employer and the Board, contracted with the Fund for purposes of admission of its employees as Members of the Fund;

4.11. **"Auditor"**

an auditor registered in terms of the Public Accountants' and Auditors' Act, 1991, (Act No. 80 of 1991);

4.12. **"Beneficiary"**

a Member or a person admitted as a Dependant of a Member;

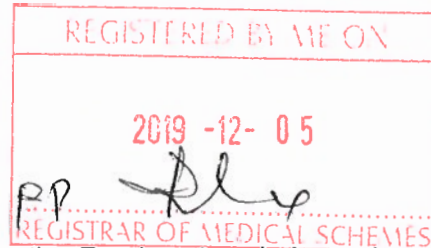


4.13. **"Board"**

the Board of Trustees constituted to manage the Fund in terms of the Act and these Rules;

4.14. **"Capitation Agreement"**

means an arrangement entered into between the Fund and an independent person or organization, whereby the Fund pays to such independent person or organization a pre-negotiated fixed fee in return for the delivery, or arrangement for the delivery of, specified benefits to some or all of the Beneficiaries of the Fund;



4.15. **"Care Plan"**

A list of services for the specific PMB Chronic Disease List conditions, based upon protocols / guidelines as published by the Minister of Health;

4.16. **"Case Management"**

the process whereby a Beneficiary's specific health care needs are identified, and whereby utilisation management plans or programmes are implemented in order to efficiently utilise health care benefits to achieve optimum patient care in the most cost-effective manner;

4.17. **"Child"**

a Member's natural child, or stepchild or legally adopted child or a fostered child, or a child in process of being fostered or legally adopted, or a child who has been placed in the legal custody of the Member or his Spouse or Partner and for whom the Member has a duty of support, provided that any such child is not a beneficiary of any other medical scheme;

4.18. **"Condition-Specific Waiting Period"**

a period during which a Beneficiary is not entitled to claim benefits in respect of a condition for which medical advice, diagnoses, care or treatment was recommended or received within the twelve-month period ending on the date on which an Application for Membership was made;

4.19. **"Continuation Member"**

a Member who retains his membership of the Fund or a Dependant who becomes a Member of the Fund in terms of these Rules;

4.20. **"Contracted Fee"**

the fee determined in terms of an agreement between the Fund and a service provider or group of service providers in respect of the payment of relevant health services;

4.21. **"Contribution"**

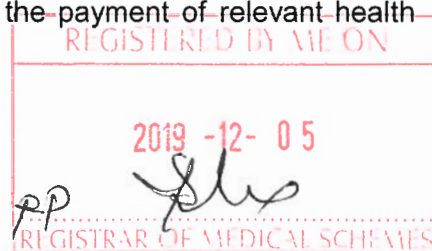
in relation to a Member, the amount, exclusive of interest, paid by, or in respect of, the Member and his registered Dependents if any, as membership fees and shall include contributions to personal medical savings accounts if applicable;

4.22. **"Cost"**

in relation to a benefit, the net or final amount payable in respect of a relevant health service;

4.23. **"Council"**

the Council for Medical Schemes as contemplated in the Act;



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#### 4.24. "Date of Service"

- 4.24.1. in the event of a consultation, visit or treatment by a person providing a relevant health service, the date on which the consultation, visit or treatment occurred, whether for the same sickness condition or not;
- 4.24.2. in the event of an operation, procedure or confinement, the date on which each operation or procedure was performed or confinement occurred;
- 4.24.3. in the event of hospitalisation, the date of each discharge from a hospital or nursing home or the date of termination of membership, whichever date occurs first; and
- 4.24.4. in the event of any other service or requirement, the date on which such service was rendered or requirement was received by the Beneficiary;

#### 4.25. "Day to Day Benefits"

the maximum annual benefits to which a Beneficiary is entitled per the benefits allocated in Annexures B1, B2 and B3;

#### 4.26. "Dependant"



- 4.26.1. a Member's Spouse or Partner who is not a member or a registered dependant of a member of any other medical scheme; and
- 4.26.2. a Member's dependent Child, until the end of the month in which he reaches the age of 21 years, who is not a member or a registered dependant of a member of any other medical scheme; and
- 4.26.3. the parent of a Member in respect of whom the Member is legally liable for family care and support; and



- 4.26.4. a divorced Spouse of a Member in respect of whom the Member is legally liable in terms of the divorce settlement, to provide the ex-spouse with medical benefits; and

- Adult dependent includes  
4.26.5. a Child of the Member, <sup>over the age of 21 who</sup> ~~Between the ages of 21 and 25, until the end of the month in which he reaches the age of 25, who is unemployed, unmarried and is attending an educational institution; or a Child of the Member who is over the age of 21 and who, due to mental or physical disability,~~ is financially dependent on the Member for family care and support; and

- 4.26.6. in exceptional circumstances (the details of which must be stated) any other persons who are recognised by the Board as Dependants for purposes of these Rules;

4.27. **"Child Dependent"**

in relation to a Child, a Child until the end of the month in which he reaches the age of 21 who is ~~Not in receipt of a regular remuneration of more than the maximum social pension per month; or a Child who, due to a mental or physical disability, is~~ <sup>financially dependent on the</sup> ~~dependent upon the Member~~ <sup>member for family care and support.</sup>

4.28. **"Designated Service Provider" or "DSP"**

A healthcare provider or group of providers selected by the Fund as preferred provider/s to provide to the Beneficiaries, diagnosis treatment and care in respect of any benefit in terms of an agreement between the Fund and the Designated Service Provider and shall include any service contracted through a Managed Healthcare Organisation;

4.29. **"Domicilium Citandi et Executandi"**

the Member's chosen physical address at which notices in terms of Rules 11 and 12 as well as legal process, or any action arising there from, may be validly delivered and served;

4.30. **"Emergency Medical Condition"**

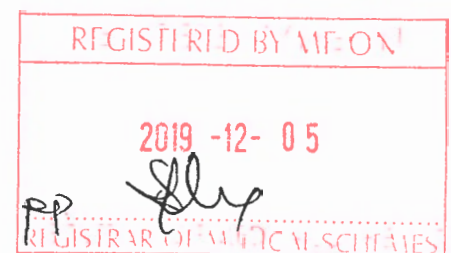
means the sudden and, at the time, unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's life in serious jeopardy;

4.31. **"Employee"**

a person in the employment of an Employer who, in terms of his conditions of employment by that Employer, is obliged to belong to a medical scheme, being either the Fund, or his Spouse's medical scheme, or a medical scheme to which he is entitled to belong in terms of a recognition agreement between that Employer and any trade union;

4.32. **"Employer"**

any Principal Employer or Associated Employer;



4.33. **"Financial Year"**

shall mean each period of twelve months ending on 31 December of each year;

4.34. **"General Waiting Period"**

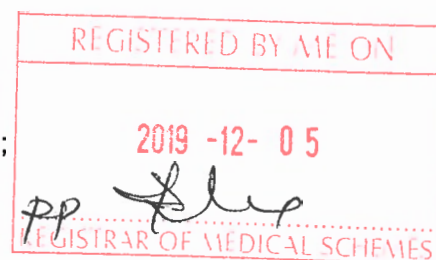
a period in which a Beneficiary is not entitled to claim any benefit;

4.35. **"Guide"**

the guide/s to fees determined by the respective health care professions;

4.36. **"Income"**

for the purposes of calculating contributions in respect of a;



4.36.1. **"Member who is an Employee"**

the remuneration of the Employee as determined by the Employer of such person  
and in terms of which Contributions to the Fund are made;

4.36.2. **"Continuation Member"**

the income category of the Member at the time of his retirement from an Employer  
and conversion to a Continuation Member;

4.37. **"Managed Health Care"**

clinical and financial risk assessment and management of health care, with a view to  
facilitating appropriateness and cost effectiveness of relevant health services within  
the constraints of what is affordable, through the use of rules-based and clinical  
management-based programmes;

4.38. **"Managed Health Care Organization"**

a person or organization who has contracted with the Fund in terms of regulation 15A  
to provide a Managed Health Care service;

4.39. **"Major Medical Expenses"**

shall mean the maximum benefits to which a Member and his registered Dependents are entitled in terms of these Rules during any Financial Year of the Fund, and may be revised from time to time;

4.40. **"Medical Advisor"**

the person appointed by the Board to advise the Board on clinical matters;

4.41. **"Medical Savings Account"**

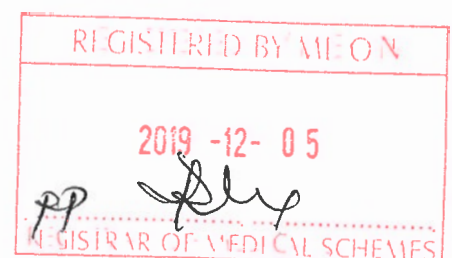
shall mean a savings account provided to a Member within a benefit option, which the Fund allocates an amount not exceeding 25% of total contributions to a Member at the beginning of the year where after the Member repays the amount back to the Fund through a portion of his monthly contributions. This account is a non-interest bearing savings account.

4.42. **"Member"**

any person who is admitted as a Member of the Fund in terms of these Rules, and who contributes to the Fund in order to obtain the benefits referred to under these Rules either for himself or for any of his Dependents;

4.43. **"Member family"**

the Member and all his registered Dependents;



4.44. **"Month"**

shall mean a period extending from the first day to the last day of any one of the twelve months of the year;

4.45. **"Non-DSP"**

A healthcare provider or group of providers that is not a Designated Service Provider as defined;

4.46. **"Option"**

the selection of benefits and the associated contribution rates as set out in the Annexure's;

4.47. **"Partner"**

a person with whom the Member has a committed and serious relationship akin to a marriage based on objective criteria of mutual dependency and a shared and common household, irrespective of the gender of either party;

4.48. **"Pre-Authorisation"**

shall mean authorisation in advance, of a medically appropriate relevant health service, and/or treatment plan for specified services;

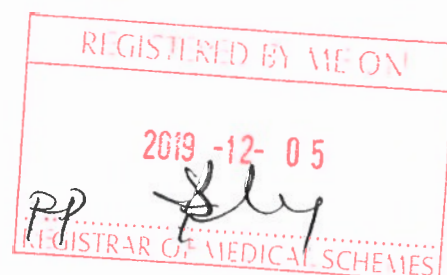
4.49. **"Prescribed Minimum Benefits (PMB)"**

the benefits contemplated in section 29(1)(o) of the Act, and consisting of the provision of the diagnosis, treatment and care costs of –

4.49.1. the Diagnosis and Treatment Pairs listed in Annexure A of the Regulations, subject to any limitations specified in Annexure A;

and;

4.49.2. any emergency medical condition;



4.50. **"Prescribed Minimum Benefit Condition"**

a condition contemplated in the Diagnosis and Treatment Pairs listed in Annexure A of the Regulations or any Emergency Medical Condition;

4.51. **"Principal Employer"**

means Woolworths, Truworths and Unison and any other Associate or Subsidiary of Wooltru;

4.52. **"Principal Officer"**

shall mean the Principal Executive Officer of the Fund appointed in terms of the Rules to administer the business of the Fund.;

4.53. **"Registrar"**

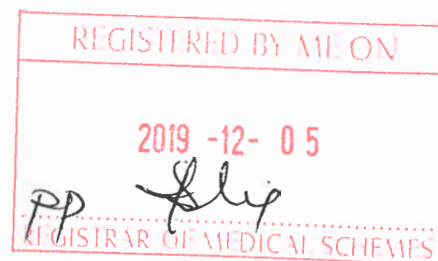
the Registrar or Deputy Registrar/s of Medical Schemes appointed in terms of section 18 of the Act;

4.54. **"Rules"**

shall mean the Rules of the Fund and shall include the annexures and any other provisions relating to the benefits which may be granted and the Contributions which are payable in terms of these Rules;

4.55. **"Southern Africa"**

South Africa, Namibia, Lesotho and Swaziland;



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4.56. **"Spouse"**

the person to whom the Member is married in terms of the Marriage Act, 1961 or any other monogamous marriage legally recognised as such in South African law; and includes a person to whom a Member is married according to custom;

4.57. **"Subsidiary"**

means any company which is a subsidiary of a Principal Employer in terms of the definition of subsidiary company as contained in the Companies Act 61 of 1973;

4.58. **"Trustee"**

means an elected or appointed member of the Board;

4.59. **"Truworths"**

means Truworths International Limited, (Registration number: 1940/013923/06);

4.60. **"Unison"**

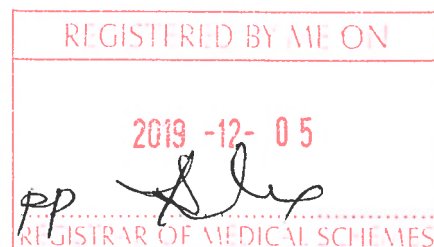
means Unison Risk Management Alliance (Proprietary) Limited, (Registration number: 1982/003473/07);

4.61. **"Woolworths"**

means Woolworths Holdings Limited, (Registration number: 1956/000518/07);

4.62. **"Wooltru"**

means Wooltru Limited, (Registration number: 1936/008278/06);





#### 4.63. **“Wooltru Healthcare Fund Tariff (WHFT)”**

The tariff published by the Fund (from time to time) for reimbursement of claims in the absence of any other agreed or contracted tariff with any service provider.

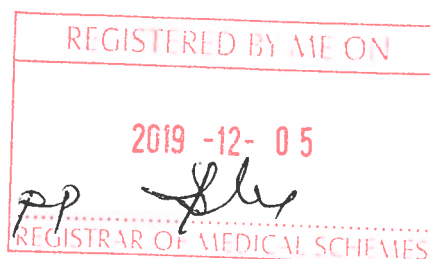
### 5. **OBJECTS**

The objects of the Fund are to promote the health of its Beneficiaries in a restricted Membership scheme and to undertake liability, in respect of its Beneficiaries, in return for a Contribution —

- 5.1. to make provision for the obtaining of any relevant health service;
- 5.2. to grant assistance in defraying expenditure incurred in connection with the rendering of any relevant health service; and/ or
- 5.3. to render a relevant health service, either by the Fund itself, or by any supplier or group of suppliers of a relevant health service or by any person in association with, or in terms of an agreement with, the Fund.

### 6. **MEMBERSHIP**

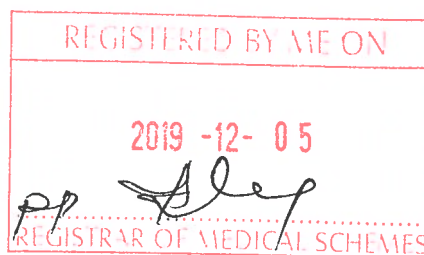
#### 6.1. **Eligibility**



Subject to Rule 8, Membership of the Fund is restricted to Employees, or former Employees, of the Employer or its predecessor or successor in title as defined in these Rules.

- 6.1.1. Where an Employer promotes an Employee to a status where Fund Membership becomes a condition of employment, such an Employee and his Dependants are entitled to Fund Membership without the imposition of a waiting period or restrictions on account of health status or age.

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## 6.2. Retirees

6.2.1. A Member shall retain his Membership of the Fund with his registered Dependants, if any, in the event of his retiring from the service of his Employer or his employment being terminated by his Employer on account of age, ill-health or other disability.

6.2.2. The Fund shall inform the Member of his right to continue his Membership and of the Contribution payable from the date of retirement or termination of his employment. Unless such Member informs the Board in writing of his desire to terminate his Membership, he shall continue to be a Member.

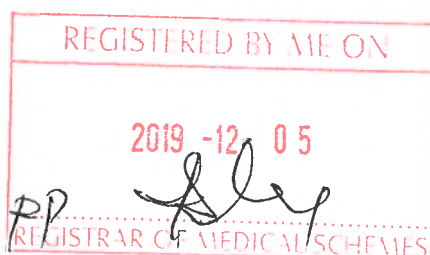
## 6.3. Dependants of deceased Members

6.3.1. The Dependants of a deceased Member who are registered with the Fund as that Member's Dependants at the time of such Member's death shall be entitled to membership of the Fund without any new restrictions, limitations or waiting periods.

6.3.2. The Fund shall inform the Dependant of his right to membership and of the Contributions payable in respect thereof.

6.3.3. The Dependants registered at the time of the Member's death, shall remain Dependants on the deceased Member's membership until the end of the month in which the death of the Member occurred.

- 6.3.4. The surviving Spouse of a deceased Member will be registered as a Member in his own right, and any Child Dependants of the deceased Member registered as Dependants at the time of the death of the Member shall become Dependants of the surviving Spouse from the first day of the month following the Member's death. A new membership number and membership card will be issued to the surviving Spouse.
- 6.3.5. Where Child Dependants have been orphaned, the eldest Child will be deemed to be the Member, and any younger siblings, his Dependants. A new membership number and membership card will be issued to the eldest Child.
- 6.3.6. A divorced Spouse, who was registered as a Dependant at the time of the death of the Member and was financially dependent on the Member at the time of his death, will be registered as a Member in his own right and any Child Dependants of the divorced Spouse registered as Dependants at the time of the death of the Member shall become Dependants of the divorced Spouse from the first day of the month following the Member's death. A new membership number and membership card will be issued to the divorced Spouse. If the divorced Spouse is unable to prove financial dependence on the deceased Member at the time of his death, membership shall terminate with effect from the end of the month in which the Member's death occurred. Where the divorced Spouse is unable to prove financial dependence on the deceased Member at the time of his death, any Child Dependants who were registered at the time of the Member's death who were financially dependent on the Member at the date of his death, will be registered in terms of the Rules.



6.3.7. Membership of Members contemplated in this Rule, shall terminate if –

6.3.7.1. Contributions or any other outstanding amounts are not received by the Fund as required;

6.3.7.2. he becomes a Member of, or a Dependant of a Member of, another medical scheme;

6.3.7.3. he resigns as a Member of the Fund.

## 7. REGISTRATION AND DE-REGISTRATION OF DEPENDANTS

### 7.1. REGISTRATION OF DEPENDANTS

7.1.1. A Member may apply for the registration of his Dependants at the time that he applies for membership in terms of Rule 8.

7.1.2. If a Member applies to register a new-born or newly adopted Child within 90 days of the date of birth or adoption of the Child, such Child shall thereupon be registered by the Fund as a Dependant. Increased Contributions shall then be due as from the first day of the month following the month of birth or adoption and benefits will accrue as from the date of birth or adoption.



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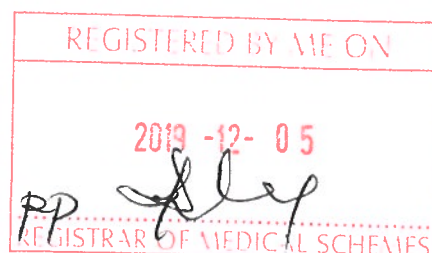
7.1.3. Members who marry, or who are divorced or widowed subsequent to joining the Fund must notify the Fund within 30 days thereof, and contribute at the amended rates from the first day of the month following the change in their marital status. In the case of marriage, the Spouse shall qualify for benefits from the actual date of such marriage. In the case of divorce, benefits in respect of such Spouse will cease from the actual date of divorce.

7.1.4. In the event of any person becoming eligible for registration as a Dependant other than in the circumstances set out in the Rules, the Member may apply to the Fund for the registration of such person as a Dependant, whereupon the provisions of Rule 8 shall apply mutatis mutandis.

## 7.2. DE-REGISTRATION OF DEPENDANTS

7.2.1. A Member shall inform the Fund within 30 days of the occurrence of any event, which results in any one of his Dependants no longer satisfying the conditions in terms of which he may be a Dependant.

7.2.2. When a Dependant ceases to be eligible to be a Dependant, he shall resign as a Dependant, and he shall no longer be deemed to be registered as such for the purpose of these Rules or entitled to receive any benefits, regardless of whether notice has been given in terms of these Rules or otherwise.



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- 7.2.3. Should a Dependant cease to be eligible in terms of Rule 7.2.1, his cover shall cease at the end of the month in which the resignation took place and all rights to benefits shall thereupon cease, except for claims in respect of services rendered prior thereto. Contributions in respect of the Dependant shall be payable for the month in which the resignation took place.

## 8. TERMS AND CONDITIONS APPLICABLE TO MEMBERSHIP

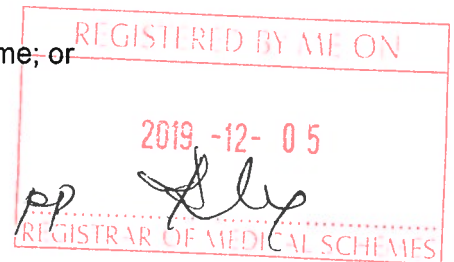
- 8.1. A minor may become a Member with the consent of his parent or guardian.
- 8.2. No person may be a Member of more than one medical scheme or a Dependant –

- 8.2.1. of more than one Member of a particular medical scheme; or

- 8.2.2. of Members of different medical schemes or;

- 8.2.3. claim or accept benefits in respect of himself or any of his Dependents from any medical scheme in relation to which he is not a Member or a Dependant of a Member.

- 8.3. Prospective Members shall, prior to admission, complete and submit the Application forms required by the Fund, together with satisfactory evidence in respect of himself and his Dependents, of age, income, state of his health and the health of his Dependents and any prior membership or admission as Dependant of any other medical scheme. The Fund may require an applicant to provide the Fund with a medical report in relation to any proposed Beneficiary in respect of a condition for which medical advice, diagnosis, care or treatment was recommended or received



within the twelve-month period ending on the date on which Application for membership was made. The costs of any medical tests or examinations required to provide such medical report will be paid by the Fund. The Fund may however designate a provider to conduct such tests or examinations.

- 8.3.1. Prospective Members shall, prior to admission, indicate a valid identity or passport number in respect of himself on the required Application forms. Members and/ or prospective Members wishing to admit qualifying dependants as Dependants on the Fund shall, prior to admission of such Dependants, indicate a valid identity document or passport number in respect of each Dependant on the required application forms.

Members shall be allowed a 3 month period following the birth of babies, who are eligible for admission as Dependants, to furnish a valid identity number in respect of such babies for the purposes of their Registration as Dependants, failing which they will not be registered as Dependants.

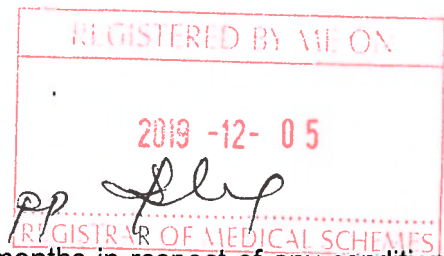
8.4. **WAITING PERIODS**



The Fund may impose upon a person in respect of whom an Application is made for membership or admission as a Dependant, and who was not a Beneficiary of a medical scheme for a period of at least 90 days preceding the date of application as per these Rules;

- 8.4.1. a general waiting period of three months, during which period no insured benefits whatsoever shall accrue, but Contributions shall be paid to the Fund in full;
- 8.4.2. a condition-specific waiting period of up to 9 months on existing pregnancies in respect of all pregnancy-related services; and





8.4.3. a condition-specific waiting period of up to 12 months in respect of any condition contemplated in these Rules. If both a general waiting period and a condition-specific waiting period are imposed, they will run concurrently, but the provisions of the general waiting period shall predominate. No insured benefits shall accrue for services in respect of a condition for which a waiting period has been imposed, but Contributions shall be paid to the Fund in full;

8.4.4. The Fund may impose upon any person in respect of whom an Application is made for membership or admission as a Dependant, and who was previously a Beneficiary of a medical scheme for a continuous period of up to 24 months, terminating less than 90 days immediately prior to the date of Application –

8.4.4.1. a condition-specific waiting period of up to 12 months, except in respect of any treatment or diagnostic procedures covered within the Prescribed Minimum Benefits;

8.4.4.2. in respect of any person contemplated in this sub-rule, where the previous medical scheme had imposed a general or condition-specific waiting period, and such waiting period had not expired at the time of termination, a general or condition-specific waiting period shall apply for the unexpired duration of such waiting period imposed by the former medical scheme.

8.4.5. The Fund may impose upon any person in respect of whom an Application is made for membership or admission as a Dependant, and who was previously a Beneficiary of a medical scheme for a continuous period of more than 24 months terminating less than 90 days immediately prior to the date of Application, a

general waiting period of up to three months, except in respect of any treatment or diagnostic procedures covered within the Prescribed Minimum Benefits.

8.5. No waiting periods may be imposed on:

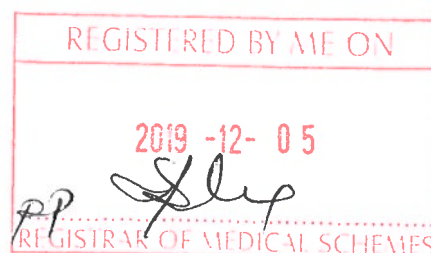
8.5.1. a person in respect of whom application is made for membership or admission as a Dependant, and who was previously a Beneficiary of a medical scheme terminating less than 90 days immediately prior to the date of Application, where the transfer of Membership is required as a result; or

8.5.2. change of employment; or

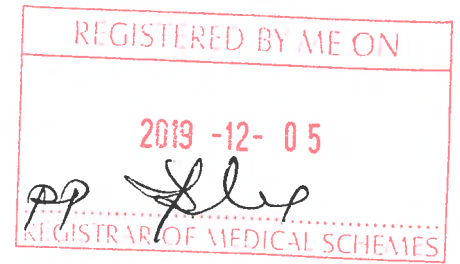
8.5.3. an Employer changing or terminating the medical scheme of its Employees, in which case such transfer shall occur at the beginning of the Financial Year, or reasonable notice must have been furnished to the Fund to which an application is made for such transfer to occur at the beginning of the Financial Year.

Where the former medical scheme had imposed a general or condition- specific waiting period in respect of a person referred to in this rule, and such waiting period had not expired at the time of termination of Membership, the Fund may impose such waiting period for the unexpired duration of a waiting period imposed by the former medical scheme.

8.5.4. a Beneficiary who changes from one Option to another within the Fund unless that Beneficiary is subject to a waiting period on the current Option in which case the remaining period may be applied;



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8.5.5. a Child Dependant born during the period of membership.

8.6. The registered Dependents of a Member must participate in the same Option as the Member.

8.7. Every Member will, on admission to membership, receive a summary of these Rules, which shall include Contributions, benefits, limitations, and the Member's rights and obligations. Members and any person who claims any benefit under these Rules or whose claim is derived from a person so claiming are bound by these Rules as amended from time to time.

8.8. A Member may not cede, transfer, pledge or hypothecate or make over to any third party any claim, or part of a claim or any right to a benefit which he may have against the Fund. The Fund may withhold, suspend or discontinue the payment of a benefit to which a Member is entitled under these Rules, or any right in respect of such benefit or payment of such benefit to such Member, if a Member attempts to assign or transfer, or otherwise cede or pledge or hypothecate such benefit.

## 9. TRANSFER OF EMPLOYER GROUPS FROM ANOTHER MEDICAL SCHEME

If the members of another medical scheme, who are members of that scheme by virtue of their employment by a particular employer, (who qualifies as an Employer in terms of these Rules), terminate their membership of such scheme with the object of obtaining membership of this Fund, the Board will admit as a Member, without a waiting period, any member of such first-mentioned scheme including any member who is a continuation member by virtue of his past employment by the particular

employer, and admit any person who has been a registered Dependant of such Member, as a Dependant.

## **10. MEMBERSHIP CARD AND CERTIFICATE OF MEMBERSHIP**

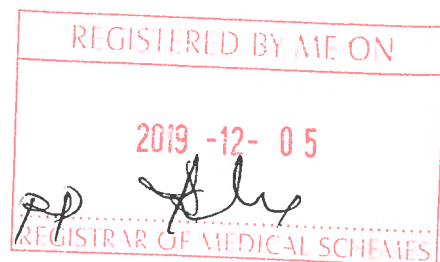
10.1. Every Member shall be furnished with a membership card, containing such particulars as may be prescribed. This card must be exhibited to the supplier of a service on request. It remains the property of the Fund and must be returned to the Fund on termination of membership.

10.2. The utilisation of a membership card by any person other than the Member or his registered Dependents, with the knowledge or consent of the Member or his Dependents, is not permitted and is construed as an abuse of the privileges of membership of the Fund.

10.3. On termination of membership or on de-registration of a Dependant, the Fund must, within 30 days of such termination or at any time on request, furnish such person with a certificate of membership and cover, containing such particulars as may be prescribed.

## **11. CHANGE OF ADDRESS OF MEMBER**

A Member must notify the Fund within 30 days of any change of address including his Domicilium Citandi et Executandi. The Fund shall not be held liable if a Beneficiary's rights are prejudiced or forfeited as a result of the Member's neglecting to comply with the requirements of this Rule.



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## 12. TERMINATION OF MEMBERSHIP

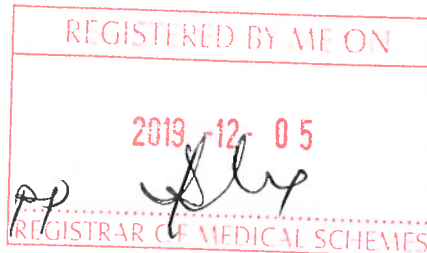
### 12.1. Resignation

12.1.1. A Member who, in terms of his conditions of employment is required to be a Member of the Fund, may not terminate his membership while he remains an Employee without the prior written consent of his Employer.

12.1.2. A Member who resigns from the service of an Employer, will cease to be a Member at the end of the month in which the resignation took place and all rights to benefits shall thereupon cease, except in respect of services rendered prior thereto. Contributions shall be payable for the month in which the resignation took place.

### 12.2. Voluntary termination of Membership

12.2.1. A Member, who is not required in terms of his conditions of employment to be a Member, may terminate his Membership of the Fund on giving one month's written notice. All rights to benefits cease at the end of the month in which the resignation took place and all rights to benefits shall thereupon cease, except in respect of services rendered prior thereto. Contributions shall be payable for the month in which the resignation took place.



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- 12.2.2. Membership shall automatically cease in the event of an Employer withdrawing his participation from the Fund with the object of obtaining membership of another scheme or of establishing a new scheme, in which event the Fund shall cause the termination of the membership of all the Members including the Continuation Members who derived their membership by virtue of their association with such Employer.

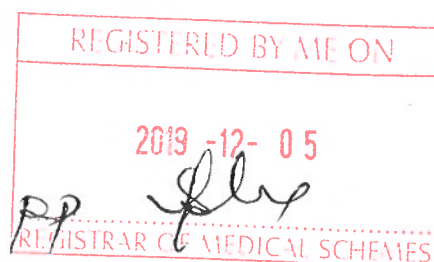
A three-month written notice period prior to such withdrawal is required.

### 12.3. **Death**

On the death of a Member, membership shall cease at the end of the month in which the death took place and all rights to benefits shall thereupon cease, except in respect of services rendered prior thereto. Contributions shall be payable for the month in which the death took place.

### 12.4. **Failure to pay amounts due to the Scheme**

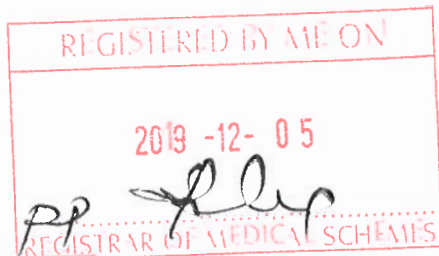
If a Member fails to pay amounts due to the Fund, his membership may be terminated as provided in these Rules.



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**12.5. Abuse of privileges, False claims, Misrepresentation and Non-disclosure of Factual information**

The Board may exclude from benefits or terminate the membership of a Beneficiary whom the Board finds guilty of abusing the benefits and privileges of the Fund by presenting false claims or making a material misrepresentation or non-disclosure of factual information. In such event he may be required by the Board to refund to the Fund any sum which, but for his abuse of the benefits or privileges of the Fund, would not have been disbursed on his behalf.



**13. CONTRIBUTIONS**

13.1. The total monthly Contributions payable to the Fund by or in respect of a Member are as stipulated in Annexure A.

13.2. Contributions shall be due monthly in arrears and be payable by not later than the 3rd day of each month. Where Contributions or any other debt owing to the Fund, have not been paid within thirty (30) days of the due date, the Fund shall have the right –

13.2.1. to suspend all benefit payments which arose during the period of default;

13.2.2. to give the Member written notice at his Domicilium Citandi et Executandi that if Contributions or such other debts are not paid within twenty one (21) days of posting of such notice, membership may be cancelled



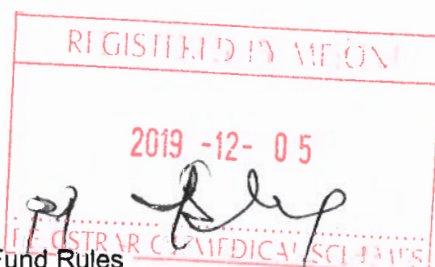


13.2.3. A notice sent by prepaid registered post to the Member at his Domicilium Citandi et Executandi shall be deemed to have been received by the Member on the 7th day after the date of posting. In the event that the Member fails to nominate a Domicilium Citandi et Executandi, the Member's postal or residential address on his Application form shall be deemed to be his Domicilium Citandi et Executandi.

13.3. In the event that payments are brought up to date, and provided Membership has not been cancelled, benefits shall be reinstated without any break in continuity subject to the right of the Fund to levy a reasonable fee to cover any expenses associated with the default and to recover interest on the arrear amount at the prime overdraft rate of the Fund's bankers. If such payments are not brought up to date, no benefits shall be due to the Member from the date of default and any such benefit paid may be recovered by the Fund.

13.4. No refund of any assets of the Fund or any portion of contribution shall be paid to any person where such Member's membership or cover in respect of any Dependant terminates during the course of the month.

13.5. All contributions in respect of new members shall be due from the first day of the month during which employment commences or date of admission, except when the date on which the employment commences (with simultaneous admission) is the 15th or later of a month, in which case the contributions shall be due from the first day of the following month. Benefits shall commence from the date on which employment or membership commences, whichever is the later.

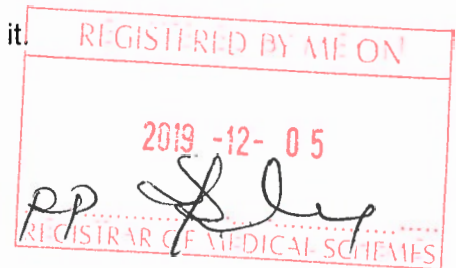


#### 14. LIABILITIES OF EMPLOYER AND MEMBER

- 14.1. The liability of the Employer towards the Fund is limited to any amounts payable in terms of any agreement between the Employer and the Fund.
- 14.2. The liability of a Member to the Fund is limited to the amount of his unpaid Contributions together with any sum disbursed by the Fund on his behalf or on behalf of his Dependants that has not been repaid to the Fund.
- 14.3. In the event of a Member ceasing to be a Member, any amount still owing by such Member is a debt due to the Fund and recoverable by it.

#### 15. CLAIMS PROCEDURE

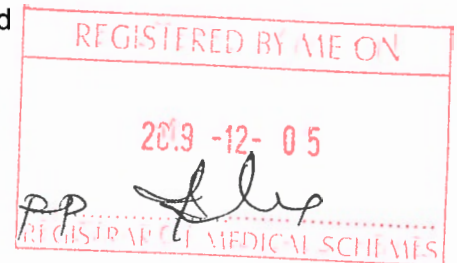
- 15.1. Every claim submitted to the Fund in respect of the rendering of a relevant health service as contemplated in these Rules, must be accompanied by an account or statement as prescribed and as detailed in Annexure D.
- 15.2. If an account, statement or claim is correct or where a corrected account, statement or claim is received, as the case may be, the Fund must, in addition to the payment contemplated in Section 59(2) of the Act, dispatch to the Member a statement containing at least the following particulars –
- 15.2.1. the name and the membership number of the Member;
- 15.2.2. the name of the supplier of service;



15.2.3. the final date of service rendered by the supplier of service on the account or statement which is covered by the payment;

15.2.4. the total amount charged for the service concerned; and

15.2.5. the amount of the benefit awarded for such service.



15.3. In order to qualify for benefits, any claim must, unless otherwise arranged, be signed and certified as correct and must be submitted to the Fund not later than the last day of the fourth month following the month in which the service was rendered.

15.4. Where a Member has paid an account, he shall, in support of his claim, submit a receipt.

15.5. Accounts for treatment of injuries or expenses recoverable from third parties, must be supported by a statement, setting out particulars of the circumstances in which the injury or accident was sustained.

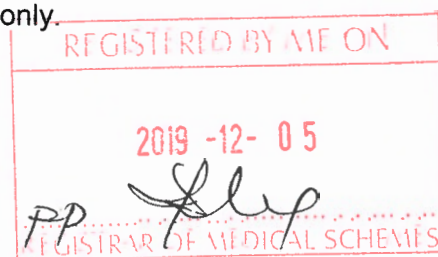
15.6. Where the Fund is of the opinion that an account, statement or claim is erroneous or unacceptable for payment, it must inform both the Member and the relevant health care provider within 30 days after receipt of such account, statement or claim that it is erroneous or unacceptable for payment and state the reasons for such an opinion.

After the Member and the relevant health care provider have been informed, such Member and provider must be afforded an opportunity to correct and resubmit such account or statement within a period of sixty days following the date from which it was returned for correction.

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- 15.7. Any amount which has been recovered or may be recovered by the member or dependents as compensation from insurance or any other source, in respect of any illness or accident, must be disclosed by the member to the Board and such amount shall be deducted from the amount payable by the Fund in respect of such illness or accident, provided the Board may in its discretion decide in any particular case to make such deductions or make part of such deduction only.

## 16. BENEFITS



- 16.1. Members are entitled to benefits during a Financial Year, as per Annexure B, and such benefits extend through the Member to his registered Dependents. A Member must, on admission, elect to participate in any one of the available Options, detailed in Annexure B.
- 16.2. A Member is entitled to change from one to another Option subject to the following conditions:
- 16.2.1. The change may be made only with effect from 1 January of any Financial Year. The Board may, in its absolute discretion, permit a Member to change from one to another Option on any other date provided that the Member may change to another Option in the case of mid-year Contribution increases or benefit changes;
- 16.2.2. Application to change from one Option to another must be in writing and lodged with the Fund by no later than 31 December or such other date determined by the Board, prior to the year upon which it is intended that the change will take place, provided that the Member has had at least 30 days prior notification of any intended changes in benefits or Contributions for the next year.



16.3. The Fund shall, where an account has been rendered, pay any benefit due to a Member, either to that Member or to the supplier of the relevant health service who rendered the account, within 30 days after the date of receipt of the claim pertaining to such benefit.

16.4. Any Option offered in Annexure B covers the cost of the Prescribed Minimum Benefits, in accordance with Annexure F.

16.5. No limitations or exclusions will be applied to the Prescribed Minimum Benefits.

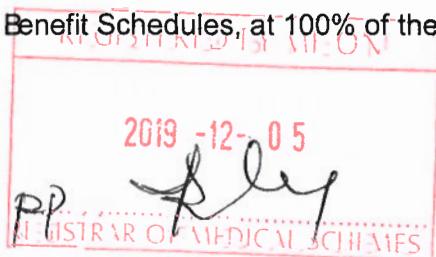
16.6. The Fund may exclude services from benefits as set out in Annexure C.

## 17. MEDICAL SAVINGS ACCOUNT (MSA)

17.1. On admission to the Fund, an MSA, held by the Fund, shall be established in the name of the Member concerned into which the contributions allocated by the Fund in respect of the MSA shall be credited and benefits in respect thereof, shall be debited.

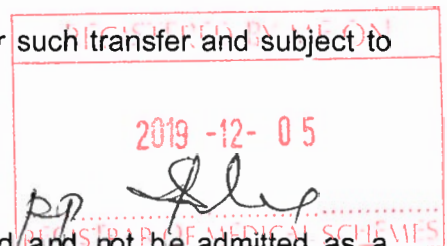
17.2. The amount allocated to the MSA by the Fund for the benefit of the Member may not exceed 25% of the total gross contributions in respect of the Member during the financial year concerned.

17.3. Subject to sufficient funds being available at the date on which a claim is processed, Members shall be entitled to claim for all health care services, indicated under MSA in the Benefit Schedules, at 100% of the WHFT.

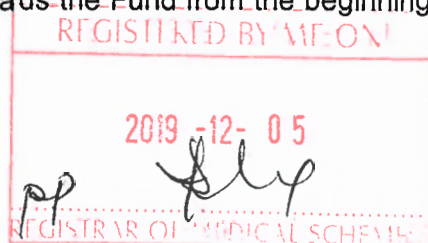




- 17.4. Funds allocated to the Member's MSA shall be available for the exclusive benefit of the Member and his dependants. Any credit balance in the MSA at the end of a financial year accumulates for the benefit of the Member. This credit balance, as well as the full amount for the upcoming financial year, will be available for the member as from 1 January in the new financial year.
- 17.5. Upon the death of the Member, the balance due to the Member will be transferred to his dependants who continue Membership of the Fund or paid into his estate in the absence of such dependants.
- 17.6. On transfer to another benefit option of the Fund, which does not provide for such an account, any balance standing to the credit of the Member in the MSA will be refunded to the Member, not later than 5 months after such transfer and subject to applicable taxation laws.
- 17.7. Should a Member terminate Membership of the Fund and not be admitted as a Member of another medical scheme or be admitted to Membership of another medical scheme or option which does not provide for an MSA, the balance due to the Member must be refunded to the Member not later than 5 months after termination of Membership, and subject to applicable tax laws.
- 17.8. Should a Member transfer to another benefit option or be admitted to Membership of another medical scheme, which provides for a similar account, the balance due to the Member must be transferred to such benefit option or scheme not later than 5 months after transfer to benefit option or termination of Membership, as the case may be, provided on condition the ex-Member advises the Fund of details of the other scheme they are joining.



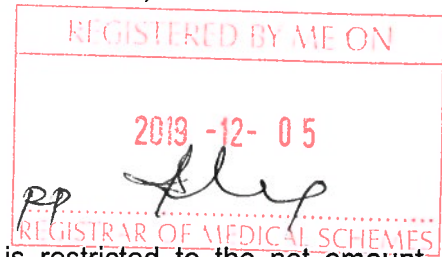
- 17.9. The funds in the Member's MSA may not be used to pay for the costs of a prescribed minimum benefit or to offset contributions.
- 17.10. On termination of Membership, funds in the Member's MSA may be used to offset any debt owed by the Member including outstanding contributions.
- 17.11. A Member shall have access to the equivalent of his full annual MSA contribution on 1 January each year. Members joining during the year shall, on joining, have access to the equivalent of a pro-rated portion of the total annual MSA. Changes to contribution levels i.e. changes in number of dependants shall likewise result in benefits that are subject to the MSA being appropriately pro-rated. Pro-rating shall be based on full months available until the end of the financial year of joining or in which the change of number of dependants occurred. Any such advance contemplated in this rule shall be available to a Member, interest free.
- 17.12. For all benefits that are funded out of a Member's MSA, such Member and his dependants may use any provider of their choice.
- 17.13. All disbursements from a MSA shall be limited to the amount available in the account and shall be made only on the submission of the relevant claims in terms of these Rules.
- 17.14. The allocation to the MSA is an upfront allocation and should the family composition change or the Member resign during the year, this MSA allocation will be recalculated to reflect contributions made towards the Fund from the beginning of the year, which may result in a negative balance.





17.15. Any negative balance in a Member's MSA shall be recoverable from him by the Fund upon his termination of Membership, or in the event of his death, from his estate.

## 18. PAYMENT OF ACCOUNTS



18.1. Payment of accounts or reimbursement of claims is restricted to the net amount payable in respect of such benefit and maximum amount of the benefit to which the Member is entitled in terms of the applicable benefit.

18.2. Any confirmation that a Beneficiary is in benefit does not constitute an undertaking to pay the service provider. It is an indication given in good faith that according to the Fund's records at the time of enquiry the benefit is available, but such benefits remain subject to Fund Rules and procedures, including adjustment for benefits and payments not reflecting in the system, membership status and policy restrictions on direct payments to suppliers of service.

18.3. The Fund may, whether by agreement or not, pay the benefit to which the Member is entitled, directly to the supplier or group of suppliers who rendered the service.

18.4. Where the Fund has paid an account or portion of an account or reimbursed or credited to a Member or a provider any benefit to which a Member is not entitled, whether payment is made or credit passed to the Member and / or to the supplier of service, the amount of any such overpayment is recoverable by the Fund, at its election, from the Member and / or supplier of service (but not exceeding the benefit received by the supplier) including by way of set-off against any current and / or future entitlements of the Member or supplier, by arranging for payment by the Member's employer, or in any other way that the Fund may consider appropriate.

18.5. Where the Fund has confirmed that a Beneficiary is in benefit, payment may be made in terms of such agreement or confirmation, but the Fund shall nevertheless at all times have the right to review the benefit status of the Beneficiary concerned and the available benefits. It may in its discretion pay any benefit directly to the Member including, for good reason, a benefit confirmed to a provider as being due. Where a Member submits a receipted account the benefit will be paid to the member or a person to whom the Member requests that payment be made.

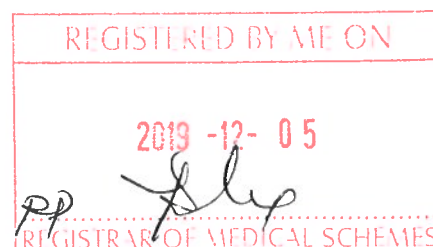
## 19. GOVERNANCE

19.1. The management, control and administration of the Fund will vest in a Board of Trustees consisting of ten persons, who shall be appointed in accordance with the Rules of the Fund.

19.1.1. The Principal Employers shall jointly appoint one Trustee;

19.1.2. Woolworths shall appoint two Trustees;

19.1.3. Truworths shall appoint two Trustees;



19.1.4. The Board shall arrange for the nomination of five Trustees by the Members and Continuation Members, and arrange for the election of such Trustees in accordance with the Rules;

19.1.5. An Alternate Trustee may be appointed in the same manner as the Trustees; such Alternate Trustee shall attend meetings of the Board only in the absence of the Trustee.



19.2. Only persons who are Members or Continuation Members of the Fund shall be eligible to be Trustees.

19.3. The Trustees nominated in accordance with the process set out in sub-rule 18.6 by the Members and Continuation Members as provided for in sub-rule 18.1.4 shall be elected by the Members of the Fund present at the Annual General Meeting.

19.4. The following persons are not eligible to serve as Trustees-

19.4.1. a person under the age of 21 years;

19.4.2. an employee, director, officer, consultant, or contractor of the administrator of the Fund or of the holding company, subsidiary, joint venture or associate of that administrator;

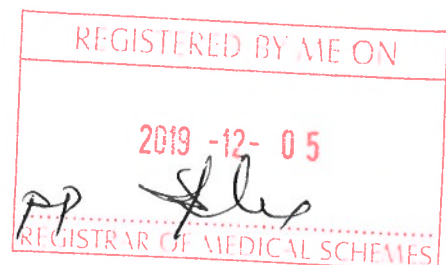
19.4.3. a broker;

19.4.4. the Principal Officer of the Fund; and

19.4.5. the Auditor of the Fund.

19.5. Trustees shall serve terms of office of five years each.

19.5.1. Retiring Trustees are eligible for re-appointment.



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19.5.2. The respective Principal Employers shall, in respect of a Trustee appointed, fill a vacancy arising as a result of such Trustee resigning or ceasing to hold office, as soon as the vacancy occurs. Such vacancy shall ordinarily be filled by appointing the duly appointed alternate Trustee (if any) as Trustee. In the event of a delay in filling such vacancy, the Board may temporarily fill such vacancy arising. A person temporarily appointed by the Board must retire once a Trustee is appointed by the respective Principal Employer.

19.5.3. The Board shall, in respect of a Trustee appointed member fill a vacancy arising as a result of such Trustee resigning or ceasing to hold office, as soon as the vacancy occurs. Such vacancy shall ordinarily be filled by appointing the duly appointed or nominated alternate Trustee as Trustee for the unexpired portion of the term of office of the vacating Trustee. In the event of a delay in filling the vacancy in such a manner, the Board may temporarily fill such vacancy by appointing any other suitable person. A person so appointed by the Board must, unless he or she has been nominated by the Members, retire at the first ensuing annual general meeting.

19.6. The Administrator in respect of the Trustee to be nominated shall call for nominations by a specified date from the Members or Continuation Members to fill vacancies in respect of Trustees to be elected. Such nominations, signed by a proposer and seconder in good standing with the Fund, must be signed by the nominee signifying his/her consent to such nomination and must be submitted to the Administrator together with a current curriculum vitae of the nominee by the specified date. The Administrator shall arrange for ballot forms containing the details of the nominees received to be circulated to the Members and the Continuation Members who will be requested to cast their vote in favour of their chosen nominee/s. The names of the

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REGISTRAR OF MEDICAL SCHEMES

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nominees receiving the most votes in such ballots will be submitted by the Administrator for election by the Members and Continuation Members of the Fund to fill any vacancy in respect of Rules of the Fund.

19.7. The Board may co-opt a knowledgeable person to assist it in its deliberations provided that such person shall not have a vote.

19.8. A quorum is constituted by a number of Trustees physically, via video conference or via telephone conference present at a meeting of the Board, which number shall be not less than half of the Board plus one. Trustees will, for the purposes of constituting a quorum, not include a suspended Trustee.

19.9. The Board must elect from its number the chairperson and vice-chairperson who shall serve terms of office of five years each, and who shall be eligible for re-election.

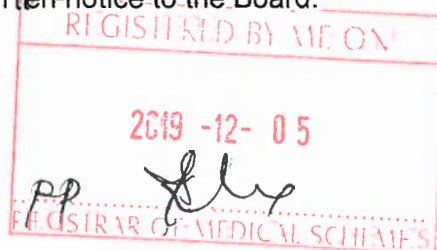
19.10. The chairperson, or in his/ her absence, the vice-chairperson, shall preside over meetings of the Board, and in the absence of the chairperson and vice-chairperson, the Trustees present must elect one of their number to preside.

19.11. Subject to the provisions of Rule 33, matters serving before the Board must be decided by a majority vote.

19.12. A Trustee may resign at any time by giving written notice to the Board.

19.13. A Trustee ceases to hold office if —

19.13.1. he becomes mentally ill or incapable of managing his affairs;



19.13.2. he is declared insolvent or has surrendered his estate for the benefit of his creditors;

19.13.3. he is convicted, whether in the Republic or elsewhere, of theft, fraud, forgery or uttering of a forged document or perjury;

19.13.4. he is removed by the Court from any office of trust on account of misconduct;

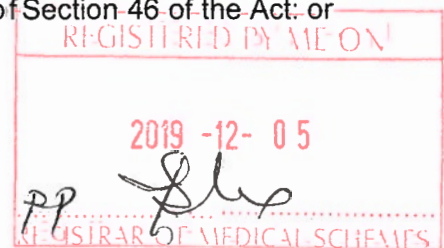
19.13.5. he is disqualified under any law from carrying on his profession;

19.13.6. he ceases to be the appointee of an Employer, or being a Trustee elected by Members of the Fund, he ceases to be a Member of the Fund;

19.13.7. he absents himself from three consecutive meetings of the Board without the permission of the Chairperson;

19.13.8. he is removed from office by the Council in terms of Section 46 of the Act: or

19.13.9. he is removed from office terms of rule 19.17.



19.14. The Board must meet at least four times per annum or at such Intervals as it may deem necessary.

19.15. The Chairperson may convene a special meeting should the necessity arise. Any six Trustees may request the Chairperson to convene a special meeting of the Board, stating the matters to be discussed at such meeting.

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19.16. The Board may, subject to participation by sufficient Trustees to form a quorum, discuss and resolve matters by telephone or electronic conferencing means and may adopt resolutions on that basis.

19.17. A Trustee who acts in a manner which is seriously prejudicial to the interests of the Beneficiaries of the Fund may be removed by the Board, provided that –

19.17.1. before a decision is taken to remove the Trustee, the Board shall furnish that Trustee with full details of the evidence which the Board has at its disposal regarding the conduct complained of, and allow such Trustee a period of not less than 30 days in which to respond to the allegations;

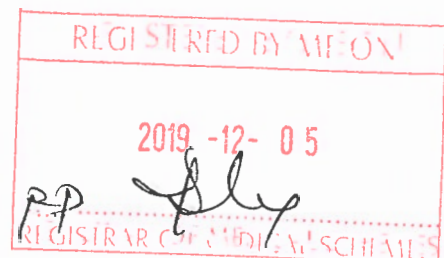
19.17.2. the resolution to remove that Trustee is taken by at least two thirds of the Board;

19.17.3. the Trustee shall have recourse to the disputes resolution procedures of the Fund or complaints and appeal procedures provided for in the Act.

19.18. Subject to the terms and conditions agreed to by the Board, Trustees may be remunerated for services rendered to the Fund and may be reimbursed for all reasonable expenses incurred by them in the performance of their duties as Trustees. Such remuneration and/or reimbursement must be disclosed to Members at the Annual General Meeting.

## **20. DUTIES OF THE BOARD OF TRUSTEES**

20.1. The Board is responsible for the proper and sound management of the Fund, in terms of these Rules.



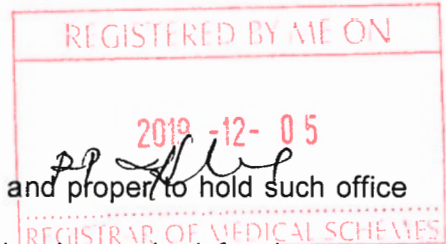


20.2. The Board must act with due care, diligence, skill and in good faith.

20.3. Trustees must avoid conflicts of interests, and must declare any interest they may have in any particular matter serving before the Board.

20.4. The Board must apply sound business principles and ensure the financial soundness of the Fund.

20.5. The Board must appoint a Principal Officer who is fit and proper to hold such office and may appoint any other person who in its opinion is required for the proper execution of the business of the Fund, and shall determine the terms and conditions of service of the Principal Officer and of any other person appointed by the Board.



20.6. The Chairperson, or in his/her absence, the Vice-chairperson, must preside over meetings of the Board and ensure due and proper conduct at meetings.

20.7. The Board must cause to be kept such minutes, accounts, entries, registers and records as are essential for the proper functioning of the Fund.

20.8. The Board must ensure that proper control systems are employed by and on behalf of the Fund.

20.9. The Board must ensure that adequate and appropriate information is communicated to the Members regarding their rights, benefits, Contributions and duties in terms of the Rules.

20.10. The Board must take all reasonable steps to ensure that Contributions are paid timeously to the Fund in accordance with the Act and the Rules.

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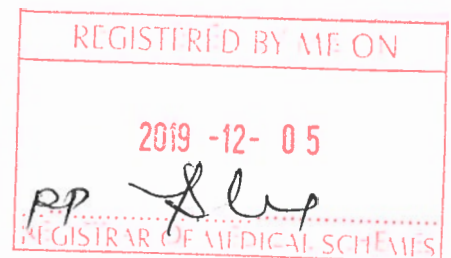
20.11. The Board must take out and maintain professional indemnity insurance and fidelity guarantee insurance.

20.12. The Board must obtain expert advice on legal, accounting and business matters as required, or on any other matter of which the Trustees may lack sufficient expertise.

20.13. The Board must ensure that the Rules, the operation and administration of the Fund comply with the provisions of the Act and all other applicable laws.

20.14. The Board must take all reasonable steps to protect the confidentiality of medical records concerning any Beneficiary's state of health.

20.15. The Board must approve all disbursements.



20.16. The Board must cause to be kept in safe custody, in a safe or strong room at the registered office of the Fund or with any financial institution approved by the Board, any mortgage bond, title deed or other security belonging to or held by the Fund, except when in the temporary custody of another person for the purposes of the Fund.

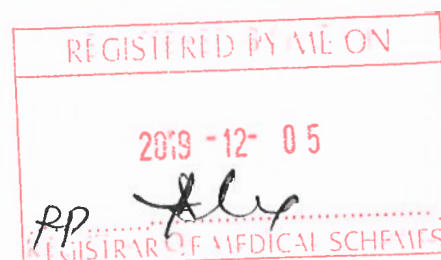
20.17. The Board must make such provision, as it deems desirable, and with due regard to normal practice and recommended guidelines pertaining to retention of documents, for the safe custody of the books, records, documents and other effects of the Fund.

20.18. The Board must disclose annually in writing to the Registrar, any payment or considerations made to the Trustees in that particular year by the Fund.

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## 21. POWERS OF THE BOARD

The Board has the power —



- 21.1. to cause the termination of the services of any officer of the Fund;
- 21.2. to take all necessary steps and to sign and execute all necessary documents to ensure and secure the due fulfilment of the Fund's obligations under such appointments as may be made by the Board;
- 21.3. to appoint a committee or committees consisting of such Trustees and other experts as it may deem appropriate. Subject to terms and conditions agreed to by the Board, committee members may be remunerated for services rendered to the Fund and may be reimbursed for all reasonable expenses incurred by them in the performance of their duties as committee members. Such remuneration and/or reimbursement must be disclosed to the Members in the annual general meeting;
- 21.4. to appoint a duly accredited administrator on such terms and conditions as it may determine, for the proper execution of the business of the Fund. The terms and conditions of such appointment must be contained in a written contract, which complies with the requirements of the Act and the regulations;
- 21.5. to appoint, contract with and compensate any accredited Managed Health Care Organisation in the prescribed manner;
- 21.6. to purchase movable and immovable property for the use of the Fund or otherwise, and to sell it or any of it;

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21.7. to let or hire movable or immovable property;

21.8. to sell movable and immovable property of the Fund subject to sound business practice and fair value principles;

21.9. in respect of any monies not immediately required to meet current charges upon the Fund and subject to the provisions of the Act, and in the manner determined by the Board, to invest or otherwise deal with such moneys upon security and to realise, re-invest or otherwise deal with such monies and investments;

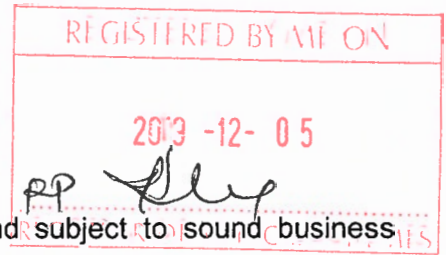
21.10. with the prior approval of the Council, to borrow money for the Fund from the Fund's bankers against the security of the Fund's assets for the purpose of bridging a temporary shortage;

21.11. subject to the provisions of any law, to cause the Fund, whether on its own or in association with any person, to establish or operate any pharmacy, hospital, clinic, maternity home, nursing home, infirmary, home for aged persons or any similar institution, in the interests of the Beneficiaries of the Fund;

21.12. to donate to any hospital, clinic, nursing home, maternity home, infirmary or home for aged persons in the interests of all or any of the Beneficiaries;

21.13. to grant repayable loans to Members or to make ex gratia payments on behalf of Members in order to assist such Members to meet commitments in regard to any matter specified in Rule 5;

21.14. to contribute to any fund conducted for the benefit of employees of the Fund;



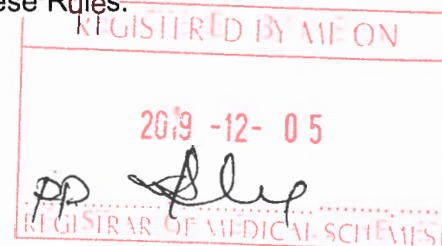
21.15. to re-insure obligations in terms of the benefits provided for in these Rules.

21.16. to authorise the Principal Officer and /or such Trustees as it may determine from time to time, and upon such terms and conditions as the Board may determine, to sign any contract or other document binding or relating to the Fund or any document authorising the performance of any act on behalf of the Fund;

21.17. to contribute to any association instituted for the furtherance, encouragement and co-ordination of medical schemes;

21.18. in general, do anything, which it deems necessary or expedient to perform its functions in accordance with the provisions of the Act and these Rules.

## **22. DUTIES OF THE PRINCIPAL OFFICER AND STAFF**



22.1. The staff of the Fund must ensure the confidentiality of all information regarding its Members.

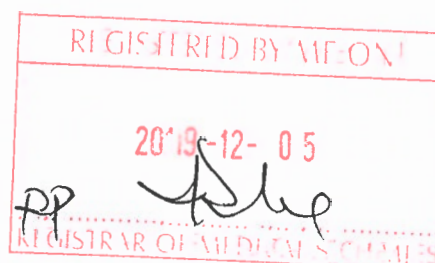
22.2. The Principal Officer is the executive officer of the Fund and as such shall ensure that –

22.2.1. the decisions and instructions of the Board are executed without unnecessary delay;

22.2.2. where necessary, there is proper and appropriate communication between the Fund and those parties, affected by the decisions and instructions of the Board;



- 22.2.3. he keeps the Board sufficiently and timeously informed of the affairs of the Fund which relate to the duties of the Board as stated in section 57(4) of the Act;
- 22.2.4. he keeps the Board sufficiently and timeously informed concerning the affairs of the Fund so as to enable the Board to comply with the provisions of section 57(6) of the Act;
- 22.2.5. he does not take any decisions concerning the affairs of the Fund without prior authorisation by the Board and that he at all times observes the authority of the Board in its governance of the Fund.
- 22.3. The Principal Officer shall be the accounting officer of the Fund charged with the collection of and accounting for all moneys received and payments authorised by and made on behalf of the Fund.
- 22.4. The Principal Officer shall ensure the carrying out of all of his duties as are necessary for the proper execution of the business of the Fund. He shall attend all meetings of the Board, and any other duly appointed committee where his attendance may be required, and ensure proper recording of the proceedings of all meetings.
- 22.5. The Principal Officer shall be responsible for the supervision of the staff employed by the Fund unless the Board decides otherwise.
- 22.6. The Principal Officer shall keep full and proper records of all moneys received and expenses incurred by, and of all assets, liabilities and financial transactions of the Fund.



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22.7. The Principal Officer shall prepare annual financial statements and shall ensure compliance with all statutory requirements pertaining thereto.

22.8. The following persons are not eligible to be a Principal Officer:

22.8.1. An employee, director, officer, consultant or contractor of the administrator of the Fund or of the holding company, subsidiary, joint venture or associate of that administrator.

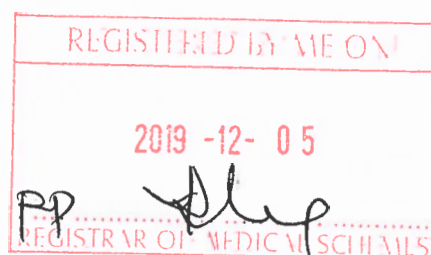
22.8.2. A broker.

22.9. The provisions of Rules 19.13.1 – 19.13.5 apply mutates mutandis to the Principal Officer.

## **23. INDEMNIFICATION AND FIDELITY GUARANTEE**

23.1. The Board and any officer of the Fund must be indemnified by the Fund against all proceedings, costs and expenses incurred by reason of any claim in connection with the Fund, not arising from their negligence, dishonesty or fraud.

23.2. The Board must ensure that the Fund is insured against loss resulting from the dishonesty or fraud of any of its officers (including Trustees) having the receipt or charge of moneys or securities belonging to the Fund.





## **24. FINANCIAL MATTERS**

24.1. The Board shall cause such accounting records as are necessary to fairly present the state of the affairs and business of the Fund and to explain the transactions and financial position of the Fund to be kept. Vouchers supporting entries in the accounting records shall be kept for such periods as may be determined by the Board. The books of account shall be made up at the end of the financial year and shall be audited by the Auditor of the Fund.

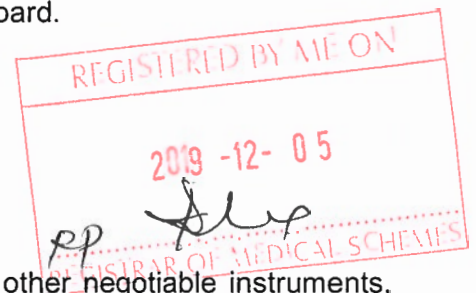
24.2. The Fund shall maintain a banking account with a registered commercial bank. All moneys received shall be deposited to the credit of this account and all payments shall be made as authorised from time to time by the Board.

## **25. SIGNING OF CONTRACTS AND DOCUMENTS**

All cheques, bills of exchange, promissory notes and other negotiable instruments, and all contracts and other instruments and documents whatsoever required to be signed and countersigned by or on behalf of the Fund shall be signed by such persons as may be authorised thereto by the Board, provided that documents to be deposited with the Registrar shall be signed as prescribed by the Act.

## **26. CUSTODY OF SECURITIES**

Any mortgage bond, title deed or other security belonging to or held by the Fund shall, except when in the temporary custody of another person, be kept in safe custody in a fireproof safe or strong-room at the registered office of the Fund or with any bank approved by the Board.



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## **27. FINANCIAL STATEMENTS< STATISTICS AND OTHER REPORTS**

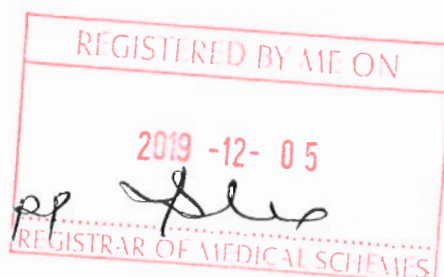
27.1. The Board shall cause to be lodged with the Registrar such financial and other statements, statistics and reports as are required by the Act.

27.2. The Board shall cause to be prepared such financial and other statements which shall be certified by the Auditor, signed as required by the Act and shall be tabled at the annual general meeting.

## **28. FINANCIAL YEAR OF THE FUND**

The Financial Year of the Fund extends from the first day of January to the 31st day of December of that year.

## **29. BANK ACCOUNT**



The Fund must maintain a banking account in the name of the Fund and under its direct control with a registered commercial bank. All moneys received must be deposited to the credit of such account and all payments must be made either by electronic transfer, tape exchange or by cheque under the joint signature of not less than two persons duly authorised by the Board.

## **30. AUDITOR AND AUDIT COMMITTEE**

30.1. An auditor (who must be approved in terms of section 36 of the Act) must be appointed by resolution at each annual general meeting, to hold office from the conclusion of that meeting to the conclusion of the next annual general meeting.

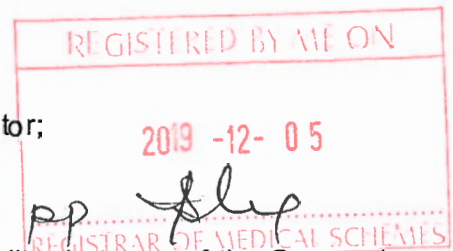
30.2. The following persons are not eligible to serve as auditor of the Fund

30.2.1. a Trustee;

30.2.2. an employee, director, officer or contractor of the Fund or of the Fund's administrator, or of the holding company, subsidiary, joint venture or associate of the administrator;

30.2.3. a person not engaged in public practice as an auditor;

30.2.4. a person who is disqualified from acting as an auditor in terms of the Companies Act, 1973.



30.3. Whenever for any reason an auditor vacates his office prior to the expiration of the period for which he has been appointed, the Board must within 30 days appoint another auditor to fill the vacancy for the un-expired period.

30.4. If the Members of the Fund at a general meeting fail to appoint an auditor required to be appointed in terms of this rule, the Board must within 30 days make such appointment, and if it fails to do so, the Registrar may at any time do so.

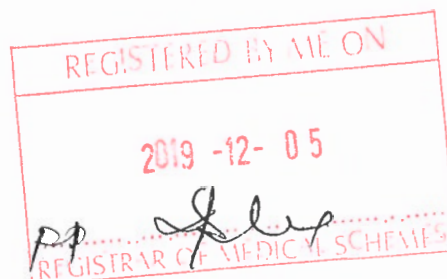
30.5. The auditor of the Fund at all times has a right of access to the books, records, accounts, documents and other effects of the Fund, and is entitled to require from the Board and the officers of the Fund such information and explanations as he deems necessary for the performance of his duties.

30.6. The auditor must report to the Members of the Fund on the accounts examined by him and on the financial statements laid before the Fund in general meeting.

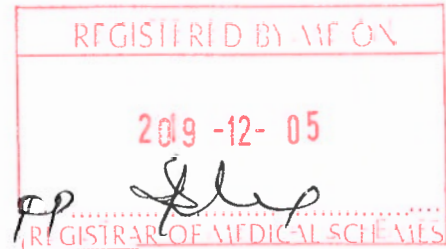
- 30.7. The Board must appoint an audit committee of at least five Members of whom at least two must be Members of the Board.

## 31. GENERAL MEETINGS

### 31.1. Annual general meeting



- 31.1.1. The Annual General Meeting of Members must be held not later than 31 July of each year on a date which may be shown to permit reasonable attendance by Members.
- 31.1.2. The notice convening the annual general meeting, containing the agenda, the annual financial statements, auditor's report and annual report, must be furnished to Members at least 21 days before the date of the meeting. The non-receipt of such notice by a Member does not invalidate the proceedings at such meeting provided that the notice procedure followed by the Board was reasonable.
- 31.1.3. At least 30 Members of the Fund present in person constitute a quorum. If a quorum is not present after the lapse of 30 minutes from the time fixed for the commencement of the meeting, the meeting must be postponed to a date determined by the Board, and Members then present constitute a quorum.
- 31.1.4. The financial statements and reports must be laid before the meeting.
- 31.1.5. Notices of motions to be placed before the annual general meeting must reach the Principal Officer not later than seven days prior to the date of the meeting.



### 31.2. Special general meeting

- 31.2.1. The Board may call a special general meeting of Members if it is deemed necessary.
- 31.2.2. On the requisition of at least 5 Members of the Fund, the Board must cause a special general meeting to be called within 30 days of the deposit of the requisition. The requisition must state the objects of the meeting and must be signed by all the requisitionists and deposited at the registered office of the Fund. Only those matters forming the objects of the meeting may be discussed.
- 31.2.3. The notice convening the special general meeting, containing the agenda, must be furnished to Members at least 14 days before the date of the meeting. The non-receipt of such notice by a Member does not invalidate the proceedings at such a meeting.
- 31.2.4. At least 50 Members present in person constitute a quorum. If a quorum is not present at a special general meeting after the lapse of 30 minutes from the time fixed for the commencement of the meeting, the meeting is regarded as cancelled.

## 32. VOTING AT MEETINGS

- 32.1. Every Member who is present at a general meeting of the Fund and whose Contribution is not in arrears, has the right to vote, or may, subject to this rule, appoint another Member of the Fund as proxy to attend, speak and vote in his stead.



32.2. The instrument appointing the proxy must be in writing, in a form determined by the Board and must be signed by the Member and the person appointed as the proxy.

32.3. The Chairperson must determine whether the voting must be by ballot or by a show of hands. In the event of the votes being equal, the chairperson, if he is a Member, has a casting vote in addition to his deliberative vote.

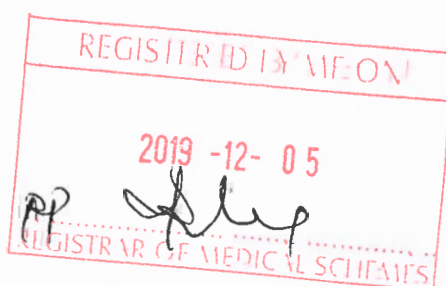
### **33. COMPLAINTS AND DISPUTES**

33.1. Members may lodge their complaints, in writing, to the Fund. The Fund or its Administrators shall also provide a dedicated toll free telephone number that may be used for dealing with telephonic complaints.

33.2. All complaints received in writing will be responded to by the Fund in writing within 30 days of receipt thereof.

33.3. A disputes committee of three persons, who may not be Members of the Board, employees of the administrator of the Fund or officers of the Fund, must be appointed by the Board to serve a term of office of 3 years. At least one of such Members shall be a person with legal expertise.

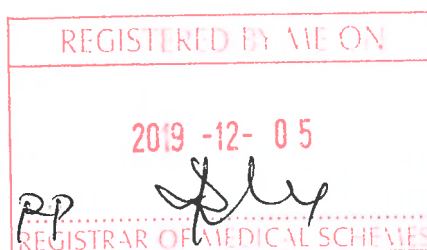
33.4. Any dispute, which may arise between a Member, prospective Member, former Member or a person claiming by virtue of such Member and the Fund or an officer of the Fund, must be referred by the Principal Officer to the disputes committee for adjudication.



- 33.5. On receipt of a dispute in terms of this rule, the Principal Officer must convene a meeting of the disputes committee by giving not less than 21 days notice in writing to the complainant and all the members of the disputes committee, stating the date, time, and venue of the meeting and particulars of the dispute.
- 33.6. The disputes committee may determine the procedure to be followed.
- 33.7. The parties to any dispute have the right to be heard at the proceedings, either in person or through a representative.
- 33.8. An aggrieved person has the right to appeal to the Council against the decision of the disputes committee. Such appeal must be in the form of an affidavit directed to Council and shall be furnished to the Registrar not later than three months after the date on which the decision concerned was made.
- 33.9. A Member may appeal to the Council against a decision of a review panel established in terms of Chapter 5 of the Regulations to the Act.

#### **34. DISSOLUTION**

- 34.1. The Fund may be dissolved by order of a competent court or by voluntary dissolution.
- 34.2. Members in general meeting may decide that the Fund must be dissolved, in which event the Board must arrange for Members to decide by ballot whether the Fund must be liquidated.

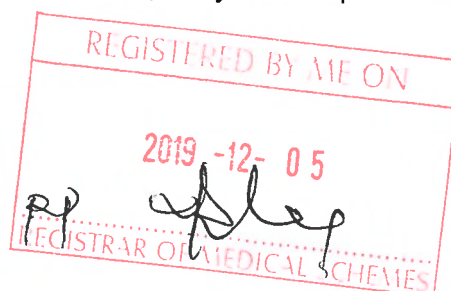




- 34.3. Pursuant to a decision by Members taken in terms of Rule 31.2 the Principal Officer must, in consultation with the Registrar, furnish to every Member a memorandum containing the reasons for the proposed dissolution and setting forth the proposed basis of distribution of the assets in the event of winding up, together with a ballot paper.
- 34.4. Every Member must be requested to return his ballot paper duly completed before a set date. If at least 50 per cent of the Members return their ballot papers duly completed and if the majority thereof is in favour of the dissolution of the Fund, the Board must ensure compliance therewith and appoint, in consultation with the Registrar, a competent person as liquidator.

### **35. AMALGAMATION AND TRANSFER OF BUSINESS**

- 35.1. The Fund may, subject to the provisions of section 63 of the Act, amalgamate with, transfer its assets and liabilities to, or take transfer of assets and liabilities of any other medical scheme or person. The Board must arrange for Members to be furnished with an exposition of the proposed transaction for consideration and to decide by ballot whether the proposed transaction should be proceeded with or not.
- 35.2. If at least 50 per cent of the Members return their ballot papers duly completed and if the majority thereof is in favour of the amalgamation or transfer then, the transaction may be concluded in the prescribed manner.
- 35.3. The Registrar may, on good cause shown, ratify a lower percentage.



## **36. RIGHT TO OBTAIN DOCUMENTS AND INSPECTION OF DOCUMENTS**

36.1. Any Beneficiary must on request and on payment of a fee of R50 be supplied by the Fund with a copy of the following documents:

36.1.1. The Rules of the Fund;

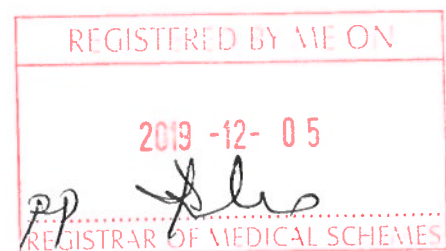
36.1.2. the latest audited annual financial statements, returns, Trustees' report and auditor's report of the Fund and accompanying management accounts in respect of its benefit options.

36.2. A Beneficiary is entitled to inspect free of charge at the registered office of the Fund any document and to make extracts there from.

36.3. This Rule shall not be construed to restrict a person's right in terms of the Promotion of Access to Information Act, Act No 2 of 2000.

## **37. AMENDMENT OF RULES**

37.1. The Board is entitled to alter or rescind any Rule or annexure or to make any additional Rule or annexure, provided that Rules 19.1, 19.2, 19.5, 19.8, 19.11 and this Rule 34.1 may only be altered or rescinded and any additional rule or annexure which seeks to amend or limit the application of Rules 19.1, 19.2, 19.5, 19.8, 19.11 and this Rule 34.1 shall only be made by a vote of not less than 75% of all the Trustees serving on the Board at that time.



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- 37.2. No amendment, rescission or addition which affects the objects of the Fund or which increases the rates of Contribution or decreases the extent of benefits of the Fund or of any particular benefit option by more than twenty five percent during any Financial Year, is valid unless it has been approved by a majority of Members present in a general meeting or a special meeting or by ballot.
- 37.3. Members must be furnished with a copy of such amendment within 14 days after registration thereof. Should a Member's rights, obligations, contributions or benefits be amended, he shall be given 30 days advance notice of such change.
- 37.4. Notwithstanding the provisions of Rule 34.3 above, the Board must, on the request and to the satisfaction of the Registrar, amend any Rule that is inconsistent with the provisions of the Act.
- 37.5. No alteration, rescission or addition shall be valid unless it has been approved and registered by the Registrar in terms of the Act.

