

BUILDING INDUSTRY MEDICAL AID FUND, EAST CAPE

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1. ESTABLISHMENT AND CONTINUATION

The operation of the Fund established under Government Notice R.2313 of 20 December 1968, formerly known as the “Port Elizabeth Industry Medical Aid Fund”, is continued as the “Building Industry Medical Aid Fund, East Cape” (hereinafter referred to as “the Fund), and shall continue to be administered by the Building Industry Bargaining Council (Southern and Eastern Cape) and the following rules are hereby prescribed by the Council for the administration of the Fund in terms of Section 28(1)(g) of the Labour Relations Act No. 66 of 1995.

2. REGISTERED OFFICE

The registered office of the Fund is situated at F.G. Black Building, 169 Haupt Street, Sidwell, Port Elizabeth, but the Council shall have the right to transfer such office to any other situation should circumstances so dictate.

3. DEFINITIONS

In these rules, which are subject to the Labour Relations Act (Act 66 of 1995), a word or expression defined in the Medical Schemes Act (Act 131 of 1998) and the regulations framed thereunder, 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;
- (b) a word in the singular number includes the plural, and *vice versa*; and
- (c) the following expressions have the following meanings:

3.1 “**Act**” means the Labour Relations Act (Act 66 of 1995), and the regulations framed thereunder;

3.2 “**Applications**” means application in writing in a form determined

by the Council or Committee;

- 3.3** “**BHF**” means The Board of Healthcare Funders of Southern Africa;
- 3.4** “**Child**” means a member’s natural child, or stepchild or legally adopted child or a child who has been placed in the custody of the member or his spouse or partner;
- 3.5** “**Claim**” means the amount to which a member of the Fund is entitled in respect of expenses incurred by him in connection with medical or dental services, hospitalisation, medicine or any other benefit to which he or his dependant are entitled in terms of these rules;
- 3.6** “**Committee**” or “**Management Committee**” means a committee appointed by the Building Industry Bargaining Council (Southern and Eastern Cape), to administer the Fund on behalf of the Council;
- 3.7** “**Continuation Members**” means a member who, having ceased to be an employee in the Building Industry, remains a member in terms of rule 5.4 of these rules;
- 3.8** “**Contribution**” means in relation to a member, the amount, exclusive of interest, paid by or in respect of the member and his registered dependants if any, as membership fees;
- 3.9** “**Conveyance**” means transport by licensed ambulance and, in the absence of or inability to obtain a licensed ambulance, transport by private motor vehicle, transport by taxi and/or public transport, excluding aircraft, while being used as a conveyance during illness or injury;
- 3.10** “**Council**” or “**Bargaining Council**” means the Building Industry

Bargaining Council [Southern- and Eastern Cape];

3.12 “Date of service” means –

3.12.1 in the event of consultation, visit or treatment by a medical practitioner, dentist or medical auxiliary, the date on which each consultation, visit or treatment occurred, whether for the same illness or not;

3.12.2 in the event of any operation, procedure or confinement, the date on which such operation, procedure or confinement occurred;

3.12.3 in the event of hospitalisation, the date of each discharge from the hospital or nursing home;

3.12.4 in the event of any other service or requirement, the date on which the service was rendered or the requirement was obtained;

3.12 “Dentist” means a person registered as a dentist under the Medical, Dental and Supplementary Health Service Professions Act, 1974, (Act No. 56 of 1974);

3.13 “Dependant” (if and for so long as he resides in the Republic of South Africa and is registered with the Fund) in relation to a member of the Fund, means: -

3.13.1 a member’s spouse or common-law wife, or partner, or in the case of a union by tribal custom, the nominated wife of a member, duly registered as such, who is not a member or a registered dependant of a member of a medical scheme;

- 3.13.2** a member's child, step-child or legally adopted child over the age of eighteen years, but not over the age of twenty-five years, who is unmarried and not in receipt of a regular remuneration of more than the maximum social pension per month and who, on application and subject to conditions of the Committee is recognised as a dependant person by the Committee for periods of not more than twelve months at a time;
- 3.13.3** a member's child, step-child or legally adopted child over the age of eighteen years, who is unmarried and who, owing to mental or physical defect or any similar cause is not in receipt of regular remuneration of more than the maximum social pension per month, and who, with the consent of the Committee and subject to its conditions, is recognised as a dependant person;
- 3.13.4** such other member of such member's family who is in receipt of regular remuneration of not more than the maximum social pension per month and who is recognised as a dependant person by the Committee, subject to such conditions as may be imposed by it;
- 3.14** "**Industry Member**" means a person referred to in rule 5.2 of these rules;
- 3.15** "**Married Member**" means a member with one or more dependant(s);
- 3.16** "**Medical Auxiliary**" means a person who is registered in the Register of Supplementary Health Services Personnel for the Republic of South Africa, published under the authority of the South African Medical and Dental Council in terms of section 21 of the

Medical, Dental and Supplementary Health Service Professions Act, 1974. (Act No. 56 of 1974);

- 3.17 “Medical Certificate”** means a certificate issued by a medical practitioner or dentist in such form as may be prescribed by the Committee from time to time;
- 3.18 “Medical Practitioner”** means a person who is registered as a medical practitioner under the Medical, Dental and Supplementary Health Service Professions Act, 1974. (Act No. 56 of 1974); and includes a general practitioner and a specialist;
- 3.19 “Medical Scheme”** means –
- 3.19.1** a medical scheme registered under section 15 or provisionally registered under section of the Medical Schemes Act; and
 - 3.19.2** a medical scheme which, under section 2 of the Medical Schemes Act, is not required to comply with the provisions of the Act.
- 3.20 “Medical Schemes Act”** means the Medical Schemes Act, (Act 131 of 1998), as amended, and includes any regulations made under this Act;
- 3.21 “Medical Services”** means any medical, dental, optical and/or surgical treatment, being services rendered by registered medical practitioners, and/or dentists, medical auxiliaries and/or specialists; including conveyance as defined, hospitalisation in licensed hospitals or nursing homes, theatre services, nursing services by registered nurses, dispensing of medicines, drugs, dressings, ointments and lotions when supplied on the prescription of medical

practitioners and/or dental and/or specialists and such other services as may be approved by the Council from time to time;

3.22 “Member” means any person who contributes to the Fund in order to obtain any benefit referred to in these rules either for himself or for any of his dependants in terms of these rules and who, has duly completed and submitted to the Fund the application for membership form prescribed by the Council, and has been admitted as a member of the Fund;

3.23 “Member family” means the member and all registered dependants;

3.24 “Membership card” means the official card issued by the Fund to each member of the Fund in terms of rule 7 of these rules;

3.25 “Para-Medical Services” means any service rendered by a Medical Auxiliary;

3.26 “Partner” means a person 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;

3.27 “Pensioner” means -

3.27.1 a person who is not under 60 years of age at the date of his retirement, and has retired from the Building Industry on account of age, ill health or other physical disability; or

3.27.2 a person who is not under 55 years of age at the date of retirement, and has, with consent of the Council,

retired from the Building Industry on account of ill-health; and

3.27.3 a person who has been an industry member of the Fund or a member of any other medical scheme for a continuous period of not less than 5 years, or such other period as the Committee may allow, immediately prior to the date of his retirement; or

3.27.4 a person who has been a contributor to the Fund, or a member of any other medical scheme for a continuous period of not less than 5 years, or such other period as the Committee may allow, immediately prior to the date of his retirement, but who had not been admitted to industry membership due to formalities connected therewith not having been completed; or

3.27.4 a person other than a person referred to in paragraph 3.27.1 who is not under 60 years of age at the date of his retirement, and has retired from the Building Industry on account of age, ill-health or other physical disability; and

3.27.5 a person other than a person referred to in paragraph 3.27.1 who has been a voluntary member of the Fund or a member of any other medical scheme for a continuous period of not less than 5 years, or such other period as the Committee may allow, immediately prior to the date of his retirement;

3.28 “**Rules**” means the rules of the Fund and any amendment thereto;

3.29 “**Scale of Benefits**” means the scale of benefits in respect of relevant health services determined and published by BHF from

time to time;

- 3.30** “**Secretary**” means the Secretary of the Council and includes any official nominated by the Council to act for the Secretary;
- 3.31** “**Single Member**” means a member without dependants;
- 3.32** “**Specialist**” means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Supplementary Health Service Professions Act, 1974, (Act No. 56 of 1974), and who is practicing as a specialist;
- 3.33** “**Social pension**” means the appropriate maximum basic social pension prescribed by regulations promulgated in terms of the Social Pensions Act, 1973 (Act No. 37 of 1973);
- 3.34** “**Spouse**” means the spouse of a member to whom the member is married in terms of any law or custom;
- 3.35** “**Table of Benefits**” means the table of amounts (including the prescribed maxima, where applicable), approved by the Committee from time to time in respect of medical services and auxiliary medical services referred to in rule 15;
- 3.36** “**Voluntary Member**” means a member referred to in rule 5.3;
- 3.37** “**Widow Member**” means –
- 3.37.1** a widow of a deceased industry worker, voluntary or continuation member who, immediately prior to the date of his death, had been a member of or a contributor to the Fund or to any other medical scheme for a continuous period of not less than 5 years, or such

other period as the Committee may allow; or

3.37.2 a widow of a deceased person who, at the time of his death, was eligible for industry membership of the Fund, but had not been admitted to membership due to formalities connected therewith not having been completed immediately prior to the date of his death, and who had been a contributor to the Fund or a member of any other medical scheme for a continuous period of not less than 5 years, or such other period as the Committee may allow.

4. OBJECTS

- 4.1** The objects of the Fund are to raise a fund by contributions, donation or otherwise and thereby to make provision to grant assistance to members in defraying expenditure incurred by them or their dependants in connection with medical, para-medical, nursing, surgical or dental services or the supply of medicines or of medical surgical, dental or optical requirements or appliances or of accommodation in hospitals or nursing homes;
- 4.2** to take such measures and do such things as the Council deems necessary for the prevention of sickness and accidents and for the improvement and promotion of health amongst members, dependants and persons employed or engaged in the industry;
- 4.3** without in any way detracting from or interfering with a member's free choice of service, to contract, or negotiate a preferential tariff: -
- 4.3.1** with any hospital, registered nursing home, or similar institution, for the care of sick or convalescent members and their dependants;

4.3.2 with any other person, body, institution or authority, in respect of medical services, as may be specified in these rules;

4.4 to do all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforesaid objects.

5. MEMBERSHIP

5.1 A person shall not be admitted to voluntary or continuation membership of the Fund -

5.1.1 if that person is a member of any other medical scheme; or

5.1.2 a person who is a dependant of a member of any other medical scheme shall not be admitted or be allowed to continue as a member of the Fund if, under the rules of such other scheme, that person is recognised as a dependant of that member and is entitled to the benefits to which that member is entitled.

5.2 Industry Members

5.2.1 Subject to the provisions of rule 10 and paragraph 5.2.2, membership shall be voluntary for construction workers in Area A, B, C, D and E.

5.2.2 Notwithstanding the provisions of paragraph 5.2.1, an industry member shall not be entitled to any benefit referred to in rule 15, either for himself or for any person who is a dependant, unless he has applied for

membership of the Fund in the manner prescribed in sub-rule 5.6.

5.3 Voluntary Members

Subject to the provisions of sub-rules 5.1 and 5.5, the following persons may, at the discretion of the Committee, be admitted to membership:

5.3.1 an employee of the Bargaining Council;

5.3.2 an employee of a trade union or an employers' organisation, which is a party to the Council;

5.3.3 a person who is a member of an employers' organisation, which is a party to the Council;

5.3.4 a person who is directly engaged or employed in a clerical or administrative capacity in the Industry by a member of one of the employers' organisations referred to in subparagraph 5.3.3; and

5.3.5 a person employed in the Industry by a member of an employers' organisation which is a party to the Council under a contract of apprenticeship registered in terms of the Manpower Training Act, 1981, may, on application, be admitted to membership for such a period and under such conditions as decided on by the Committee.

5.4 Continuation Members

5.4.1 Pensioners

Subject to the provisions of sub-rules 5.1 and 5.5, a pensioner may, at the discretion of the Committee, be re-admitted to membership of the Fund in terms of this sub-rule, provided that, within two months after the date of his retirement, or within such further period as the Committee may allow, he has given notice to the Secretary of the Fund that he wishes to continue to be a member.

5.4.2 Widows

Subject to the provisions of sub-rule 5.1 and 5.5, a widow may, at the discretion of the Committee, be admitted to membership, provided that the application for membership is made within two months after the date of death of the member, or within such further period as the Committee may allow.

5.5 These rules shall **mutatis mutandis** apply to voluntary and continuation members: Provided that –

a person who is admitted to industry worker, voluntary and continuation membership of the Fund and who –

5.5.1 has been a member of any other medical scheme for a continuous period of at least two years, and who applied for membership within three months after the date on which he ceased to be a member of such other

medical scheme, shall not be required to comply with the provisions of rule 7.3;

5.5.2 a person who is re-admitted to membership as a

continuation member shall not be required to comply with the provisions of rule 7.3.

- 5.6** Applications for membership of the Fund and applications by members for registration of their dependants shall be made on the prescribed application for membership form and be submitted to the Secretary in such manner and in such form as the Committee may from time to time determine.

6. REGISTRATION AND DE-REGISTRATION OF DEPENDANTS

- 6.1** Members of the Fund shall not be entitled to the payment of any benefits in respect of their dependants unless such dependants have been registered in the manner provided in rule 5.6.
- 6.2** Members of the Fund shall be entitled to the payment of benefits in respect of their registered dependants with the effect from the date on which the dependant was registered provided, however that the member qualifies for benefits, or from such other date as may be determined by the Committee.
- 6.3** A member who marries, becomes divorced or widowed or remarries subsequent to his becoming a member of the Fund shall notify the Secretary within 30 days thereof and shall forward his membership card to be amended.
- 6.4** A member shall notify the Secretary within 30 days thereof and shall forward his membership card to be amended:
- 6.4.1** in the event of the birth or legal adoption of a child a birth certificate and clinic card is required when registering the child as a dependant;

6.4.2 if a child and/or any other dependant who has been registered as a dependant in terms of rule 5.5 ceases to qualify as a dependant;

6.4.3 in the event of the death of a dependant.

NOTE: In the case of all registrations of children under the age of 10, a birth certificate and clinic card is required.

7. TERMS AND CONDITIONS APPLICABLE TO MEMBERSHIP

7.1 No person may be a member of more than one medical scheme or a dependant:

7.1.1 of more than one member of a particular medical scheme; or

7.1.2 of members of different medical schemes or;

7.1.3 claim or accept benefits in respect of himself or any of his dependants from any medical scheme in relation to which he is not a member or a dependant of a member.

7.2 Prospective members shall, prior to admission, complete and submit the application forms required by the Fund, together with satisfactory evidence of age, state of health and the health of dependants and of any medical advice, diagnosis, care or treatment recommended or obtained within a period of 12 months immediately prior to the date on which application to the Fund was made. Proof of any prior membership of any other medical scheme must also be submitted.

7.3 A general waiting period of 3 months (or 13 weeks), and a specific

waiting period of 9 months in respect of confinement benefits applies to a member and his spouse. Provided that the general waiting period shall not be imposed on a member or a dependant of a member who has been a member or a dependant of the member of one or more medical schemes for a continuous period of 2 years or more and applies for membership of the Fund within a period of 3 months after termination of such previous membership. No waiting period shall apply in respect of the prescribed minimum benefits or may be imposed on a dependant child born during the period of membership.

- 7.4** A condition specific waiting period of not more than 12 months shall apply to a member and his dependants, from the date of coverage, in respect of a pre-existing sickness condition, other than a condition which qualifies for treatment within the prescribed minimum benefits;
- 7.5** In any case of illness or accident of a protracted nature, or where the Committee is of the opinion that there are sufficient grounds to warrant such action being taken, the Committee shall have the right to insist that, with the permission of the attending practitioner, a member or a dependant shall submit to the Committee a medical certificate signed by a medical practitioner or a dentist nominated by the Committee. If the Committee directs that the member or dependant shall act upon the advice of such medical practitioner or dentist and the member or dependant fails to do so, no further benefits shall be granted in respect of that illness or accident.
- 7.6** The registered dependants of a member must participate in the same benefit option as the member.
- 7.7** Every member will, on admission to membership, receive a detailed summary of these rules, which shall include contributions, benefits,

limitations, the member's rights and obligations. Members and their dependants, 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.

- 7.8** 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 to pledge or hypothecate such benefit.
- 7.9** The Scheme shall in no circumstances be obliged to re-establish membership of a member whose membership has been terminated in terms of rule 10.6 or 10.7.
- 7.10** If, during any calendar year, a member who was registered as a single member, registers one or more dependants, or a member who was registered with one dependant, registers one or more additional dependants, the maximum benefits to which that member were entitled in terms of sub-rule 15.1 prior to the registration of such dependants, shall be increased to such an amount, for such benefit year, as the Committee may determine.
- 7.11** No member shall be entitled to any benefit which, together with compensation payable under the Workmen's Compensation Act, will exceed in the aggregate the amount payable in terms of these Rules, and any amount recovered by a member or dependant under the Workmen's Compensation Act in respect of any illness or accident must be disclosed by the member to the Fund.

8. MEMBERSHIP CARD AND CERTIFICATE OF MEMBERSHIP

8.1 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 Secretary of the Fund on termination of membership.

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

8.3 On termination of membership or on de-registration of a dependant, the Fund shall, within 30 days of such termination, furnish such person with a certificate of membership and cover, containing such particulars as may be prescribed.

9. CHANGE OF ADDRESS OF MEMBER

A member must notify the Secretary of the Fund within 30 days of any change of address. The Fund shall not be held liable if a member's rights are prejudiced or forfeited as a result of the member's neglecting to comply with the requirements of this rule.

10. TERMINATION OF MEMBERSHIP

Membership of the Fund shall terminate: -

10.1 with effect from the date on which a member ceases to be employed in the Building Industry for any reason whatsoever, except in the event of a member becoming a continuation member;

10.2 with effect from the date on which a widow member:

10.2.1 remarries; or

10.2.2 takes up employment where membership of a medical scheme is a condition of employment;

10.3 Resignation

10.3.1 a member who, in terms of his condition of employment is required to be a member of the Fund, may not terminate his membership while he remains an employee without the prior consent of his employer;

10.3.2 a member who resigns from the service of the participating employer shall, on the date of such termination, cease to be a member and all rights to benefits shall thereupon cease, except for claims in respect of services rendered prior thereto;

10.4 Voluntary termination of membership

10.4.1 A voluntary or continuation member may terminate his membership of the Fund on giving one month's written notice;

10.4.2 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 after the last day of membership;

10.4.3 such notice period shall be waived in substantiated cases where membership of another medical scheme is

compulsory as a result of a condition of employment.

10.5 Death

Membership of the Fund shall terminate with effect from the date of death of a member.

10.6 Failure to pay amounts due to the Fund

In the case of any voluntary and continuation member who fails to pay the monthly contributions as laid down by the Council from time to time or in the case of an industry member in respect of whom no contribution through his employer is received by the Fund, the Fund must cease paying benefits and membership may be terminated.

10.7 Abuse of privileges, False claims, Misrepresentation and Non-disclosure of Factual information

The Committee may exclude from benefits or terminate the membership of a member or dependant whom the Committee 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 Committee 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.

10.8 Any member whose membership of the Fund has been terminated shall forfeit all claims on the Fund.

10.9 Any member who leaves the Industry for any reason whatsoever, or whose membership of the Fund has been terminated shall, upon leaving the Industry or on termination of membership, return the membership card to the Secretary of the Council.

11. RE-INSTATEMENT OF MEMBERSHIP

- 11.1** A member whose membership has terminated in terms of rule 10 shall, upon subsequently being re-admitted to membership, not be entitled to any benefits unless he has again complied with the waiting period stipulated in rule 7.3.
- 11.2** Notwithstanding the provisions of sub-rule 11.1, an industry member who has been bona fide unemployed for a period not exceeding eight consecutive weeks or who has accepted temporary employment in any other Industry and returns to the Building Industry within such period, may elect to contribute the full contribution to the Fund in respect of such period in order to remain in benefit.
- 11.3** An industry member who was absent from work due to illness may apply to the Committee for the extension of the period mentioned in sub-rule 11.2, and the application may be granted or refused at the discretion of the Committee. The Committee shall have the right to request the production of a medical certificate in such cases.
- 11.4** The provisions of sub-rule 11.1 shall apply even if it is proved that the person was a member of any other medical aid scheme during the period of absence.

12. CONTRIBUTIONS

- 12.1** The total monthly or weekly contributions payable to the Fund by or in respect of a member are as stipulated in Annexure A.
- 12.2** In the case of industry members, contributions to the Fund shall be paid at the rate and in the manner as laid down by the Council from

time to time.

12.3 In the case of a voluntary member –

12.3.1 who is not an employer, contributions to the Fund shall be payable **monthly in advance** at a rate, which shall be determined by the Committee from time to time.

12.3.2 who is an employer, contributions to the Fund shall be payable **monthly in advance** at a rate, which shall be determined by the Committee from time to time.

NOTE: For the purpose of this sub-rule, the term “employer” means a voluntary member who is either the sole proprietor of a firm or a partner in a partnership or a member of a close corporation or a director of a company which is a member of one of the employers’ organisations which is a party to the council, or is registered as an employer with the Bargaining Council.

12.4 In the case of continuation members, contributions to the Fund shall be payable **monthly in advance** at a rate, which shall be determined by the Committee from time to time.

13. CLAIMS PROCEDURE

13.1 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.

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

- 13.3** Where the Fund is of the opinion that an account, statement or claim is erroneous or unacceptable for payment, the Fund shall notify the member or the health care provider, whichever is applicable, accordingly within 30 days after receipt thereof. The Fund shall state the reasons why such claim is erroneous or unacceptable and afford such member or provider the opportunity to return such corrected claim to the Fund within four months of the notice.
- 13.4** The Fund shall pay approved accounts (excluding those services referred to in Annexure C) or the benefit to which a member is entitled in respect of a service rendered, in terms of the Scale of Benefits or other directive as determined by BHF, direct to the supplier of the service. The member shall pay his portion direct to such supplier when he is notified by the Fund of the portion payable by him.
- 13.5** When the Fund has paid an account or portion of an account, or any benefit to which a member is not entitled, whether payment is made to the member or to the supplier of a service, the amount of any such overpayment and/or incorrect payment shall be recoverable by the Fund.
- 13.6** The Fund shall not be responsible for the payment of any accounts, which have not been submitted in the manner set out hereunder. Applications for payment of any claim in respect of medical services, shall be made in such manner as the Committee may prescribe from time to time; provided that all claims shall be made within thirty days after the date on which the relevant account for medical services was received by the member, or the last of a series of treatments was received by a member or his dependants concerned, and such application shall be accompanied by the

following documents: -

13.6.1 detailed original accounts for medical services rendered;

13.6.2 prescriptions or certified copies thereof;

13.6.3 such other documents as the Committee may require.

13.7 Notwithstanding anything contained in this rule to the contrary, the Fund shall in no manner be liable for any debts, expenses, liabilities and/or commitments incurred or contracted by members and their dependants, and/or other persons in respect of medical services, unless the provisions of the rules have been completely observed and properly complied with in every respect.

13.8 All claims must be accompanied by the relative accounts and every account in respect of the rendering of any service or the supply on any medicine, injection material, requirement, apparatus or accommodation in a hospital or nursing home to any member and/or his dependants shall contain the following particulars;

13.8.1 the surname and initials of the member;

13.8.2 the first name, in full, of the patient;

13.8.3 the name of the Fund;

13.8.4 the membership number of the member;

13.8.5 the practice code number of the supplier of the service;

13.8.6 the date on which the service was rendered;

- 13.8.7** the nature and the cost of each service and where such supplier of service, excluding a pharmacist, supplies medicines direct to such member or a dependant of that member, the name and quantity of such medicines;
- 13.8.8** the nature of the complaint (ICD10 Code);
- 13.8.9** when the account is a photocopy of the original, a certification of the supplier of the service by way of a rubber stamp or signature on such photocopy;
- 13.8.10** the name of the referring medical practitioner or dentist, where applicable;
- 13.8.12** mention of, in the case where an account or statement refers to the use of an operating theatre where an operation was performed on the member or a dependant of that member: –
- (a)** the name of the medical practitioner who performed the operation concerned; and
 - (b)** the name or names of the medical practitioner or practitioners who assisted at such operation.
- 13.8.13** in the case where a pharmacist supplied medicine on the strength of a prescription to a member or a dependant of that member, as addendum to the account or statement, a copy or a photocopy of the prescription certified by the pharmacist or another pharmacist connected with the pharmacy which supplied such medicine, as a true and exact copy or photocopy of such prescription. The member shall pay

the full medicine account and submit such account to the Fund.

- 13.9** Claims submitted by a member shall be accepted and paid by the Fund in the order in which they are received by the Fund.

14. MEDICAL EXAMINATION

The Committee reserves the right at any time to require a member or any dependant to undergo medical examination at the Fund's expense by any medical practitioner and specialist which it may nominate.

15. BENEFITS

- 15.1** Members are entitled to benefits during a benefit year, as per Annexure B, and such benefits extend through the member to his registered dependants.

- 15.2** Subject to the provision of exclusions as set out in Annexure C, the benefits in respect of medical services and auxiliary medical services shall be paid by the Fund in respect of members and/or their dependants, in accordance with the Table of Benefits as set out in Annexure B and agreed to by the Committee from time to time

- 15.3** If the benefit payable in respect of a claim submitted by a member would cause the maximum benefits payable in terms of the Table of Benefits to be exceeded –

- (a)** the portion borne by the Fund in respect of the accounts submitted under that claim may be reduced pro-rata to an amount which will not cause the maximum benefits payable to be exceeded;

- (b) the benefit, if any, by which the Fund's portion of the account or accounts submitted under that claim has been reduced pro-rata shall be the only amount payable by the Fund in respect of the account or accounts;
- (c) further claims shall not be accepted by the Fund in respect of services rendered and/or material supplied to such member, and/or his dependants, on or after the date on which the member has exceeded the maximum benefits payable in terms of the "Table of Benefits".

15.4 The provisions of the Rules of the Fund shall, **mutatis mutandis**, apply to members in respect of all their dependants.

16. REQUIREMENT FOR BENEFITS WITHOUT PROTOCOLS

Where the Fund does not have funding guidelines or protocols in respect of covered services and supplies, beneficiaries will only qualify for benefits in respect of those services and supplies if the Scheme acknowledges them as medically necessary. "Medically necessary" refers to services or supplies that meet all the following requirements:

- 16.1** it is required to restore normal function of an affected limb, organ, or system;
- 16.2** no alternative exists that has a better outcome, is more cost-effective, and has a lower risk;
- 16.3** it is accepted by the relevant service-provider group as optimal and necessary for the specific condition, and at an appropriate level to render safe and adequate care;

16.4 it is not rendered for the convenience of the relevant beneficiary or service provider; and

16.5 for which outcome studies are available and acceptable to the Scheme.

17. CLINICAL DATA REQUIRED FOR RECOGNITION OF NEW MEDICINE

No benefits are payable in respect of any new service or supply, including newly registered medicine, until such time that the Fund has been satisfied through the submission of clinical data of the acceptability of all of the following aspects relating to that service or supply –

17.1 therapeutic role in clinical medicine;

17.2 cost-efficiency;

17.3 value relative to existing services or supplies; and

17.4 local indications, application, and outcome studies.

18. EXCLUSION OF SERVICE OR SUPPLY DUE TO LACK OF CLINICAL DATA

If the Fund is not satisfied in respect of a particular new service or supply as contemplated in Rule 17, it may exclude that service or supply from benefits until sufficient clinical data have been submitted, or submitted clinical data have been properly reviewed and accepted

19. PAYMENT OF ACCOUNTS

19.1 Payment of accounts is restricted to the maximum amount of the benefit entitlement in terms of the applicable benefit.

- 19.2** The Fund may, whether by agreement or not with any supplier or group of suppliers of a service, pay the benefit to which the member is entitled, directly to the supplier who rendered the service.
- 19.3** Where the Fund has paid an account or portion of an account or any benefit to which a member is not entitled, whether payment is made to the member or to the supplier of service, the amount of any such overpayment is recoverable by the Fund.
- 19.4** Notwithstanding the provisions of this rule, the Fund has the right to pay any benefit directly to the member concerned.

20. ADMINISTRATION OF THE FUND

- 20.1** A Committee appointed by the Council and consisting of two representatives of the employees and a chairman, shall administer the Fund. In the case of one member being absent, one representative of the employers and one representative of the employees and a chairman shall administer the Fund.
- 20.2** The Fund shall be administered in accordance with the rules prescribed for this purpose by the Council.
- 20.3** The members of the Committee shall be appointed by the Council for such period and under such conditions as the Council may determine.
- 20.4** Such sum as the Council may from time to time determine shall be payable to members of the Committee as reimbursement for loss for earnings and/or out of pocket expenses occasioned by attendance of meetings of the Committee.

20.5 The Committee shall have the powers to carry out the objects and purposes of the Fund in accordance with the rules as directed by the Council and may:

- (a)** recommend to the Council as and when necessary, having regard to the financial stability of the Fund: -
 - (i)** the monetary value of nature of every benefit to be provided in terms of the rules;
 - (ii)** that benefits be increased or reduced or that new benefits be added;
- (b)** refuse any benefits to any member of the Fund who, in terms of these rules, is disqualified from receiving such benefits;
- (c)** sanction expenditure of the Fund;
- (d)** refuse and/or withhold any or all benefits from any member and/or his dependants who, in the opinion of the Committee, has acted in a manner calculated or reasonably likely to injure the interest of the Fund or its members;

20.6 The Committee shall meet at least once every month and when the occasion demands, at such time and place and upon such date as the Chairman may determine.

20.7 The Secretary of the Council shall be the Secretary of the Fund and shall perform such duties: -

- (a)** as may be prescribed in these rules;

(b) as the Council and/or Committee from time to time determine;

(c) as by usage and custom pertain to the office.

20.8 The Committee may on its own decision grant exemption from the provisions of these Rules under such terms and conditions and for such period as it may determine.

21. APPLICATIONS AND DETERMINATION OF THE RULES

21.1 Any dispute concerning the application, meaning or intention of any of the provisions of these rules, or concerning the administration of the Fund, which the Committee is unable to settle, shall be referred to the Council.

21.2 Any member shall have the right on reasonable grounds to appeal to the Council against a decision of the Committee in respect of the Committee's interpretation or application of these rules.

21.3 An appeal shall be made in writing to the Secretary within fourteen days of the date of the decision appealed against, provided that a member, who is unable to express himself easily in writing, may have his appeal recorded in writing by the Secretary.

21.4 The Secretary may on behalf of the Council or Committee call for further information or medical reports and may require the member to make an affidavit.

22. RULES AND ALTERATIONS OF RULES

22.1 The Council may at any time make new rules, alter or repeal any existing rules.

22.2 Copies of the Fund's rules in force and of any amendment or rescission or addition to these rules in terms of sub-rule 21.1 shall come into effect on a date to be determined by the Council, provided that:

- (a)** claims received by the Fund within 30 days of such amendment shall be accepted and paid by the Fund in accordance with the rules, which were in operation at the date of service in respect of services rendered to a member and/or his dependants.
- (b)** if, in terms of any amendments or additions made to these rules, subsequent to the admission to membership, such member would not be eligible for membership, such member shall nevertheless be permitted to continue as a member of the Fund;
- (c)** a member who has been permitted to continue as a member of the Fund in terms of paragraph (b) and whose membership is subsequently terminated in terms of rule 8 shall not be eligible for re-admission to membership by virtue of the provisions of paragraph (b).

23. EX-GRATIA PAYMENTS

The Committee shall not authorise payment for services other than those provided for in these rules, but may, in its absolute discretion, in respect of the benefits provided, increase the amount payable in terms of these rules as an "ex-gratia" award provided it is satisfied that such payment is necessary.

24. GENERAL

A member shall authorise the Committee to call for such information or medical reports from the member's medical Practitioner as may be required by the Committee, to give full and proper consideration to any claim for medical services.

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