

# BONITAS MEDICAL FUND APPENDIX 1 BONCOMPREHENSIVE BONCLASSIC BONCOMPLETE BONSAVE BONFIT SELECT





2022/11/15

REGISTRAR OF MEDICAL SCHEMES

REGISTERED BY ME ON

#### MEMBER'S PERSONAL MEDICAL SAVINGS ACCOUNT (With effect from 1 January 2023)

# 1. Establishment of a member's Personal Medical Savings Account

- 1.1 Funds deposited in a Personal Medical Savings Account ("PMSA"), held by the Fund, shall be ring-fenced for the benefit of each member who has deposited funds towards such a PMSA as contemplated in these rules, subject to the Act and the Regulations.
- 1.2 The amount payable towards the member's PMSA, which is included in the total monthly contribution payable by a member, not exceeding 18.9% for BonComprehensive, 24.0% for BonSave; 15.0% on BonFit Select, 15.0% on BonComplete and 14.1% for BonClassic will be credited to the member's PMSA after receipt of payment thereof from the member.
- 1.3 In the event of a short-payment of the total monthly contribution, the Fund shall allocate the amount received first to the risk portion of the total contribution and then to the PMSA component.
- 1.4 The funds in PMSA accounts shall be reflected as an asset in the financial records of the medical scheme, and members for whose benefit these benefits are ring-fenced shall only be entitled to access and utilize these funds as contemplated by the Act, the Regulations and the Rules of the Fund.
- 1.5 The PMSA funds may not be used to pay Fund expenses or claims which are defrayed by the Fund from the risk it has assumed against payment of the contribution. The PMSA funds may only be used to pay for the claims incurred by the member in accordance with his/her benefit entitlement and which are described as being payable from PMSA as provided for in the Rules of the Fund.

# 2. Utilisation of balance in the member's Personal Medical Savings Account

- 2.1 Any amount available in the PMSA ("current funds") shall be utilised for the funding of those benefits which are described in the Rules of the Fund as being payable from the PMSA.
- 2.2 Provided there are funds available for utilization in a member's PMSA, such funds may, in addition to providing for day-to-day benefits, be utilized to pay for services generally or specifically excluded from risk benefits or where the actual costs exceed the benefit payable or available, as allowed by the Rules of the Fund. Should a particular procedure or healthcare service not be included as a covered service in terms of the applicable benefit option, the member is not entitled to insist that it be covered from the PMSA, even if there are funds available for the benefit of that member.
- 2.3 In the event that there is a difference between the Scheme rate and the actual costs incurred of a particular healthcare service which is covered by a member's benefit option (Top-Up"), the member may opt in at the beginning of each benefit year and elect to automatically pay claims above the scheme rate subject to available savings,

and provided that there are sufficient funds in the PMSA, the funds in the PMSA may be utililized for the Top-Up payment.

2.4 After payment of all valid claims, any credit balance remaining in a member's allocated PMSA at the end of the benefit year will be carried over to the next year and accumulate from year to year ("accumulated funds") for the member's benefit, in accordance with the prevailing benefit entitlements of that member in any given year.

## 3. Advances of Medical Savings Benefits

- 3.1 At the beginning of each benefit year or on the date of joining the Fund or this benefit option, a member shall be allocated a medical savings benefit for the year. This benefit shall be deemed to be an advance by the Fund to the member and shall be equal to 12 (twelve) times the amount referred to in paragraph 1.2 above, pro-rated in respect of a member who joins the Fund or this benefit option during the course of the year.
- 3.2 A member whose membership of the Fund or of an option with a PMSA is terminated during the course of a benefit year and whose claims exceeded the actual contribution made to the member's PMSA by the member, (pro-rated to the date of termination) shall be obliged to repay any shortfall to the Fund.
- 3.3 The Fund reserves the right to charge a member interest (to a maximum of the prevailing *mora* interest rate) on medical savings benefit advances not settled within 30 (thirty) days of resignation from the Fund or an option with a PMSA.

## 4. Investment of Personal Medical Savings Account balances

The Fund may deal with all funds in PMSAs as it deems fit, including, without limitation, investing such funds as contemplated in the Act or as may be directed by the Regulator from time to time.

#### 5. Interest earned on Personal Medical Savings Account balances

- 5.1 The interest or other investment earned on the PMSA balances (if any) less the PMSA costs referred to in paragraph 6 below (Net Interest) will be allocated monthly to members with PMSA credit balances on the basis as set out in paragraph 5.2 below.
- 5.2 The Net Interest will be allocated to the members with PMSA credit balances based on each member's accumulated funds balance on the first day of the month. Net interest will not be allocated to current savings balances.
- 5.3 Interest will be allocated to members with accumulated PMSA credit balances until the last refund date following termination of membership of the Fund or transfer to an option without a PMSA. (See paragraph 8 below.)

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# 6. Costs in respect of Personal Medical Savings Accounts

All costs in relation to the management of PMSA such as bank costs and investment management fees, will be set off against the interest allocation to members with accumulated PMSA credit balances. The Fund shall be entitled to charge and deduct from the return on investment such charges as the Fund may have incurred for the administration and management of the PMSAs. The Board shall annually determine the maximum percentage chargeable in respect of such administration and management costs.

# 7. Personal Medical Savings Account Statements

A member shall receive a monthly statement from the Fund reflecting all transactions relating to the PMSA of such a member.

# 8. Balance of Personal Medical Savings Account upon termination of membership or transfer to another option

- 8.1 Upon termination of membership, any amount standing to a member's credit in the PMSA shall, after off-setting any shortfalls due by the member and taking into account any outstanding amounts that may be recoverable by the Fund from the member, be dealt with as follows:
  - 8.1.1 Deceased member

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Upon the death of a member, the balance due to the member must be transferred to his or her dependants who continue membership of the Fund, or must be paid into his or her estate in the absence of such dependants, within 5 (five) months after the date of death of the member.

- 8.1.2 Termination for other reasons
  - 8.1.2.1 Should membership of the Fund be terminated and the member does not enroll in another medical scheme or subsequently enrolls in another medical scheme without a PMSA, the balance due to the member must be refunded to the member within 5 (five) months after the date of termination of membership. It is the responsibility of the member to provide the Fund with his or her current banking details within 30 (thirty) days from the date of termination.
  - 8.1.2.2 Should membership of the Scheme or this benefit option be terminated and the member transfers to another medical scheme or benefit option with a PMSA, the balance due to the member must be transferred to such scheme or benefit option within 5 (five) months after the date of termination. It is the responsibility of the member to provide the Fund with the details of the new medical scheme within 30 (thirty) days from the date of termination.
- 8.2 On transfer to another benefit option of the Fund, which does not provide for a PMSA, any credit balance (paid balance) in the member's PMSA must be refunded to the member within 5 (five) months after the effective date of such transfer.

# 9. Unclaimed PMSA credit

- 9.1 The costs of all reasonable attempts to trace a member after leaving the Fund will be deducted from (debited to) the member's PMSA as and when these costs are incurred.
- 9.2 The Fund's credit control policy will apply to determine when unclaimed PMSA credit balances will prescribe. Where such unclaimed credit balances are declared as being prescribed, such funds shall be absorbed by the Fund and shall constitute an asset of the Fund without any concomitant liability attaching thereto.

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