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that contribution collections and transfers cannot be done to and from credit card accounts. I irrevocably authorize Bonitas to adjust any incorrect transactions and/or correct any
electronic transfer or fund errors without prior notice. I, further, instruct Bonitas to deposit claims and savings refunds into my account using the account information that I stipulated
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and Health Information being processed for the permitted purposes, including the purpose of this form. I further agree to be bound by the terms and conditions below.

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To improve Your access to bespoke and coordinated healthcare solutions, Bonitas and its contracted third parties require You to disclose Your 1FSTPOBM BOE)FBMUI *OGPSNBUJPO

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Bonitas acknowledges the great importance of Your 1FSTPOBM BOE)FBMUI T O G P S N B U J P O or Your dependants may suffer irreparable harm or loss in the event of such information being
disclosed or used otherwise than in accordance with the POPIA and/or any other Applicable Data Protection Legislation.

In the circumstances, Bonitas undertakes to continue maintaining the privacy, safety and integrity of Your 1FSTPOBM BOE)FBMUI T O G P S N B U J P O and Health Information to any third parties, without Your consent, unless We are by law obliged to do so.

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DEFINITIONS:

Administration Services” means the services required for the effective and efficient administration of Bonitas and includes, but are not necessarily limited to, member record management, contribution management, benefit option management, claims processing and management, management of members’ personal, claims and financial information and any other services that are required for the administration of Bonitas;

Administrator” means an entity that is accredited as such by the Council for Medical Schemes and appointed by Bonitas to provide Administration Services and the relevant Managed Health Care Services to Members and Dependants. In the context of this document, Medscheme is the appointed Administrator for Bonitas;

1.3.3. any binding court order, or judgment;

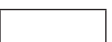
1.3.4. any applicable industry code, policy or standard enforceable by law;

Beneficiary

” means a technique of personal identification that is based on physical, physiological or behavioural characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and

” means Bonitas Medical Fund with registration number 1512, a registered medical fund in accordance with the prevailing laws in South Africa;

Contracted Third Parties” means any service providers of services specifically appointed by Bonitas enabling Bonitas to fulfil its contractual obligations towards You relating to Your contract of membership, to, Bonitas’ Administrator, contracted Managed Healthcare Organisations, Designated Service Providers, selected service providers, information technology and communications providers, marketing and



2. PERMITTED PURPOSES

2.1. The purposes for which Your Personal and Health Information will be processed by Bonitas and Contracted Third Parties are as follows:

- 2.1.1. to assess the risk to be covered by Bonitas;
 - 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to Bonitas in the course of processing an application for membership or a benefit or processing a claim;
 - 2.1.3. to perform Administration Services and relevant Managed Health Care Services and enforce related contractual rights and obligations flowing from Your membership;
 - 2.1.4. to facilitate the recovery of all medical expenses paid by Bonitas from third parties that are liable therefor, such as the Road Accident Fund or any other liable person or entity;
 - 2.1.5. to enable You to access and use the Platforms, including the regular development on the Platforms;
 - 2.1.6. to market Medical Scheme products and to activate and prepopulate the Platforms;
 - 2.1.7. to activate Your Digital Health Data and enrol You on any Managed Health Care programmes and initiatives that will benefit You or Your Dependant(s) in managing any healthcare condition and optimise Bonitas benefits. This is more clearly set out in Part II;
 - 2.1.8. to activate Your enrolment and participation on any Managed Health Care programmes and initiatives through the implementation of the Digital Health Data Services and Technology in order to:
 - 2.1.8.1. improve the quality, safety and efficiency of the healthcare that You receive, through an increased administrative and clinical information interchange process, whilst still protecting Your privacy; and
 - 2.1.8.2. share Your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for Your benefit.
 - 2.1.9. to collect and store all information relating to Your diagnosis, treatment and care at any healthcare establishment and by any healthcare service provider through the Digital Health Data Services and Technology;
 - 2.1.10. to establish prevention and risk management initiatives of Bonitas to deal with fraud, waste and abuse of Your healthcare benefit in accordance with Your benefit option plan;
 - 2.1.11. to store Your Personal and Health Information in a secure cloud-based storage facility; and
 - 2.1.12. to market any Value-Add Services by Contracted Third Parties.
- 2.2. You also authorise Bonitas and the Administrator to obtain and share information about Your creditworthiness with any credit bureau or credit providers' industry association or industry body. This includes information about credit history, financial history, judgments, default history and information for purposes of risk analysis, tracing and any related purposes.

3. USE AND PURPOSE OF PROCESSING PERSONAL AND HEALTH INFORMATION

- 3.1. Bonitas, the Administrator and Contracted Third Parties (in Our respective capacities as responsible parties and/or operators under POPIA and the Data Protection Legislation) will Process Your Personal and Health Information for any of the Permitted Purposes.
- 3.2. You acknowledge that Your consent contained is freely and voluntarily given without being forced, influenced, pressured or harassed to do so.
- 3.3. You have the right to withhold, withdraw, change or revoke Your consent to Processing of Your Personal and Health Information for any of the Permitted Purposes, however You acknowledge that if You do so, We may not be able to provide You with certain services relating to the Permitted Purposes or otherwise. If You wish to withhold, withdraw, change or revoke Your consent please contact Us at infoprivacy@bonitas.co.za or follow the steps on the Platforms.
- 3.4. You have the right to inform Us when You do not want to receive any automated direct-marketing information and You may opt out of receiving such information by using the unsubscribe / opt out options on the Platforms.
- 3.5. You have the right to request details about and a copy of the Personal and Health Information that We have stored about You and to raise any queries regarding any issue pertaining to the processing of such information by contacting the Bonitas Client Service Call Centre and/or accessing the Platforms.

4. DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES

- 4.1. We will transfer Your Personal and Health Information to Bonitas' Contracted Third Parties to enable them to process Your Personal and Health Information for the Permitted Purposes.
- 4.2. Bonitas' Contracted Third Parties may be located outside of the Republic of South Africa. Where We transfer Your Personal and Health Information outside of the Republic of South Africa, We undertake to comply with all applicable Data Protection Legislation relating to the international transfer of Personal and Health Information.
- 4.3. We collect Your Personal and Health Information from other sources in circumstances where it may be reasonably necessary for the Permitted Purpose or with another lawful purpose that relates to a function or activity of Bonitas.
- 4.4. You understand Our undertaking to keep Your Personal and Health Information confidential and to not disclose such records to third parties unless –
 - 4.4.1. We are permitted by law to make such disclosure;
 - 4.4.2. You consent to such disclosure; or
 - 4.4.3. the disclosure is necessary to deal with an Emergency.
- 4.5. Bonitas and the Administrator will provide Your Personal and Health Information to any Contracted Third Parties with whom You or Your Dependant/s already have a relationship; or where You or Your Dependant/s have applied for a product, service or benefit from such Contracted Third Parties. This information will be provided for the administration of Your or Your Dependents' products or benefits with these parties.
- 4.6. Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa. In all instances pertaining to academic research and statistics, You shall not be identifiable. Your Personal and Health Information will be Deidentified insofar possible and We will ensure that the academics and researchers keep Your Personal and Health Information confidential. No Personal and Health Information will be made available to a third party unless that third party has agreed to be bound by Our confidentiality policies.

5. CONSENT OF DEPENDANTS

- 5.1. The principal member's consent in respect of a Child shall be considered the consent of a Competent Person as defined in the POPIA.
- 5.2. The principal member warrants that it has obtained the consent of each Dependant who is not a Child. If You are the principal member providing Us with Your Dependant(s) Personal and Health Information, You warrant that You have the legally appropriate permission to disclose their Personal and Health Information to Bonitas for the Permitted Purpose. Bonitas may require written proof that You have the authority to give consent as contemplated in this paragraph. We will process the Dependant's Personal and Health Information only in relation to the Permitted Purposes.

6. SECURITY MEASURES AND STORAGE

- 6.1. We will take appropriate reasonable technical and organisational measures to protect the integrity and security of Your Personal and Health Information. This includes taking reasonable steps to protect Your Personal and Health Information under Our control from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.
- 6.2. We will retain and archive Your Personal and Health Information for as long as is legally required. Where We no longer require the Personal Information, We will destroy or de-identify the information, unless retention is required by law.
- 6.3. Your Personal and Health Information will be stored in Our secure internal servers which meet internationally recognised information security standards conforms with our risk assessment as is required in terms of s19 of the POPIA.

7. UPDATING PERSONAL AND HEALTH INFORMATION

- 7.1. You confirm that all Personal and Health Information provided to Bonitas at the time of enrolment or activation of Your application for medical aid is true and correct.
- 7.2. Bonitas endeavours to ensure that the Personal and Health Information it holds is accurate, complete and up to date. However, the accuracy of the information depends to a large extent on the information which You provide to Us. Therefore, it is Your responsibility to promptly inform Us where there is a change to Your Personal and Health Information and We will not be liable for any loss or damage that You may suffer as a result of inaccurate or outdated information provided to Us, or as a result of Your failure to update Your Personal and Health Information.
- 7.3. For guidance for updating Your Personal and Health Information, kindly contact Our call centre or follow the instruction on Our Platforms.

8. CHANGES TO TERMS AND CONDITIONS

- 8.1. We may amend these Terms and Conditions at any time without prior written notice to You. We recommend that You regularly check and familiarise Yourself with any amended or updated Terms and Conditions. The most recent version of these Terms and Conditions will always be available at Our branches or on the Platforms.

9. THIRD PARTY CONSENT

- 9.1. In providing access to the VAP/S, Bonitas is authorised to share and combine all Your Personal and Health Information for any one or more of the following purposes:
 - a. marketing, statistical and academic research; and
 - b. to offer or customise any VAP/S which may be suitable to Your needs.
- 9.2. Your permission enables Bonitas, Medscheme and its Contracted Third Parties to provide You and Your Dependents with information about insurance and lifestyle rewards and products which have been negotiated on Your behalf by Bonitas, and for you to be contacted by such entities.
- 9.3. Your permission enables Bonitas and Medscheme to share Your and Your Dependents' Personal Information – but not Your Health Information, unless separately authorised by Yourself – with its Contracted Third Parties for the purposes set out above.

COMMUNICATION WITH YOU

- 10.1. We will use Your updated contact information as it appears on our records to:
 - B send You the latest developments in respect of Your benefit option plans, claims, available benefits, tax certificates, and any relevant information which may be of interest to You in relation to Your membership;
 - C give You access to Your Personal and Health Information, in the event that You have requested access;
 - D only with Your consent, send You direct marketing material in respect of any value-add services and products;
 - E send You notifications on any developments concerning Your Personal and Health Information with Us.

Initials

PART III

ACKNOWLEDGEMENT AND DECLARATION AUTHORISING BONITAS AND MEDSCHEME TO ATTEND TO THIRD PARTY RECOVERIES FOR BONITAS MEMBERS

1. You acknowledge that You will be responsible to include in any claim that You or any of Your Dependants may have against a third party for loss or damage suffered), where that third party may be liable towards You for such loss or damage, all costs paid by Bonitas Medical Fund ("Bonitas" or "the Scheme") for Your treatment or the treatment of all Your Dependants.
2. You further acknowledge that You will keep the Scheme appraised, or if an attorney is acting on Your behalf, instruct Your attorney to keep the Scheme appraised, of any and all progress with regards to any such third-party claim and that You will readily sign all documentation which may require Your signature by the Scheme.
3. You understand that failure to sign all required documents, failure to keep the Scheme informed, failure to include the Scheme's interest and failure to pay back to the Scheme any monies recovered and received from any third party who has been found liable therefore, and which are due back to the Scheme, constitutes a breach of the conditions of Your membership to the Scheme, may lead to legal action taken against You and/or Your registered Dependants and may lead to the termination of Your membership.
4. By acknowledging Your responsibility above, You hereby provide Your personal consent and warrant that You are the competent person to grant consent on behalf of Your registered Dependants for the Scheme to directly or through its Contracted Third Party recoveries service provider, and/or contracted Medical Scheme Administrator (i.e. Medscheme Holdings (Pty) Ltd and its authorised agents) to liaise directly with Your attorneys to obtain information pertaining to Your accident and information regarding Your third party claim, to liaise with and obtain information (progress, status, details of settlement, etc.) relating to Your third party claim directly from the Road Accident Fund (RAF) or any other third party which may be liable, and/or to obtain copies of all Your and/or Your dependants' accident-related police and/or medical and hospital records/accounts, directly from the relevant departments or suppliers.

Last updated: 22 September 2022

This version of the Terms and Conditions replaces and supersedes all other Terms and Conditions that have been previously issued.

Signature of main member: _____

Date:

Declaration

1. I, the undersigned, apply to be admitted as a member of Bonitas Medical Fund. If accepted, I agree to follow the Rules of the Scheme. I know that the Rules are available and accessible at www.bonitas.co.za and that it will be provided to me upon my request to the Scheme.
2. I declare and warrant that my dependants have consented to, and have granted me permission to disclose personal information about them to the Scheme and that I am in a position to provide written proof of their consent and authority as such to the Scheme upon request.
3. I declare that any false information in this application form or the non-disclosure of any material information will result in my and my dependants' membership being declared null and void.
4. I accept that Bonitas has the right to claim damages in respect of any loss or damages it may suffer due to my non-disclosure of material information, any misrepresentation made by me or any fraudulent behaviour by me or any of my dependants. If any of my or my dependants' circumstances change after the date of signing this application or the acceptance of my membership, I undertake to promptly notify the Scheme of the changes. I understand that failure to do so may lead to the termination, or amendment of the terms and conditions, of my membership. I further understand and acknowledge that the Scheme is entitled to reclaim any amounts it may have erroneously paid to any healthcare service provider on behalf of me or my dependants, from me.
5. I herewith instruct and consent to my employer deducting and paying over any amounts that may become owing or due on my and my dependants' behalf to the Scheme from time to time. I also herewith authorise and consent thereto that any persons, bodies or institutions that may hold retirement funds for my benefit, may deduct therefrom and pay to the Scheme all amounts that may become due and owing to the Scheme.
6. I understand and acknowledge that should a period greater than 3 (Three) months lapse since any of my contributions were paid to the Scheme, then should the Scheme suspend or cancel my membership, my membership will not be automatically reinstated should I pay the arrear contributions. I further understand and acknowledge that I may have to reapply for membership in such case and that full underwriting may be applied to my new membership application.
7. I agree that should the Scheme incur any legal costs or expenses to recover any contributions or any other amount due and owing by me to the Scheme for any reason, I shall be responsible for such costs and expenses on an attorney-and-client scale. I consent to my details being listed with a credit bureau should I default in the payment of my monthly contributions or in respect of any other amount due and owing to the Scheme.
8. I understand and acknowledge that it is my responsibility to ensure that my monthly contributions are received by the Scheme. I also understand and acknowledge that if any contributions are unpaid, it may result in my and my dependants' membership with the Scheme being terminated until all arrear contributions have been settled. I also understand and acknowledge that should my membership be suspended or terminated, I will not be entitled to any benefits arising from my membership whatsoever.
9. I undertake to inform the Scheme of any changes to my or my dependants' health or personal status within 30 (Thirty) days of the change, as required by the Rules.
10. I consent to and authorise my and my dependants' healthcare service providers to disclose any personal, health, medical and/or account information and documentation relating to any ailment, disease, disorder, condition or disability, whether current or historical, to the Scheme, its administrator, its contracted managed healthcare organisations and/or any of its other contracted service providers and partners, and to grant them access thereto upon request, provided that the information and documentation is treated as confidential. I declare and warrant that my dependants have consented to their personal, health, medical and/or account information being disclosed by their healthcare service providers to the Scheme, its administrator and its contracted service providers and partners and access provided to them as such, and that I am in a position to provide written proof of their consent as such to the Scheme upon request.
11. I agree that should I be accepted as a member of the Scheme, I and my dependants shall provide the Scheme with all information, including the above-mentioned personal, health, medical and/or financial information, that the Scheme may reasonably require for the purpose of carrying out its obligations in terms of the Medical Schemes Act No. 131 of 1998 and the Rules.
12. I further agree and understand that I and my dependants may be required to attend an examination by the Scheme's medical assessors from time to time.
13. I declare and warrant that I and my dependants are not registered as members and/or dependants of another registered medical scheme.
14. I understand and acknowledge that the following underwriting conditions may be applicable to my membership as prescribed by the Medical Schemes Act No. 131 of 1998:
 - A 3 (Three) -month general waiting period in respect of all benefits;
 - A 12 (Twelve) -month exclusion in respect of a pre-existing condition;
 - A late-joiner contribution penalty.
15. I understand and acknowledge that the underwriting conditions will affect my rights and my dependants' authorise rights to the benefits afforded in terms of our selected benefit option, if applied.
16. I consent to and authorise the Scheme to take all reasonable steps to verify information provided by me in this application form and agree to submit proof of my and my dependants' identification to the Scheme on demand.
17. I consent and agree to my telephone conversations with the Scheme's call centre being recorded and forming part of the Scheme's records. I also agree that such records will remain the sole property of the Scheme and will be made available to me on request.
18. I declare that the information provided in this application form true, correct and accurate and if accepted will form the basis of my agreement with the Scheme, read together with the Medical Schemes Act and the Rules of Bonitas. I however acknowledge that the contractual rights and obligations may be further varied through my ongoing interaction with Bonitas from time to time.
19. I acknowledge that I have read and understand the contents of this application form and where necessary, have been explained to me.
20. I hereby confirm that as the main member of the Scheme, my dependants have consented to and have granted me permission to access and view their healthcare claims made on my membership and deal with all matters relating to the claims on my membership, and that I am in a position to provide written proof of their consent as such to the Scheme upon request.
21. I hereby consent to and authorise the Scheme to share my and my dependants' personal, health and/or medical information with the Scheme's administrator, contracted managed healthcare organisations and/or any relevant government authorities for administrative and statistical purposes, provided such information is treated as confidential at all times.
22. I understand that it is my responsibility to provide the Scheme with notice of my intention to terminate my membership, as per the Scheme's Rules, in writing by completing the relevant Termination of Membership form.
23. I agree that my and my dependants' personal, health and medical data may be shared with third parties for the purpose of membership trend analysis (e.g. employer) and for any other such purposes as may be

Signature of main member: _____

Date: