



THE BUILDING INDUSTRY MEDICAL AID FUND “BIMAF”

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1) ESTABLISHMENT

The Building Industry Medical Aid Fund (hereinafter referred to as “the Fund”) is continued and continue to be administered in accordance with the Building Industry Bargaining Council (Cape of Good Hope) Collective Agreement and the following rules are hereby prescribed by the Council for the administration of the Fund in terms of the Agreement.

2) REGISTERED OFFICE

The registered office of the Fund shall be situated at 81 Voortrekker Road, Bellville, but the Council shall have the right to transfer such office to any other situation should circumstances so dictate.

3) DEFINITIONS

Any terms or expressions used in these Rules which is defined in the main agreement and the Labour Relations Act No. 66 of 1995 and any regulation framed under the said Act, shall have the same meaning as in those measures and any reference to an act or agreement shall include any amendments of such act or agreement. Word importing the masculine gender shall include female and vice versa.

Further, unless inconsistent with the text:

“**Act**” means the Labour Relations Act No 66. of 1995.

“**Agreement**” means the current Bargaining Council Agreement including any amendments thereto providing for the establishment and continuation of the Building Industry Medical Aid Fund entered between the parties to the Building Industry Bargaining Council (Cape of Good Hope) and extended to non-parties by the Minister of Employment and Labour in terms of the Act.

“**Application**” means application in writing in a form determined by the Council or Management Committee.

“**Approve**” or “**Approval**” means written approval.

“Benefit Contribution” means the official benefit issued to an employee in respect of the contribution determined in the Collective Agreement and duly purchased from the Council.

“Chemist” or **“Pharmacist”** means a person registered as a pharmacist under the Pharmacy Act No. 53 of 1974.

“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 treatment, hospitalisation or medicine or any other benefit to which he or his dependents are entitled to in terms of these Rules.

“Compulsory Member” means an Artisan who is admitted to membership in terms of these Rules.

“Continuation Member” means a member who, having ceased to be an employee in the Building Industry, remains a member in terms of these Rules.

“Conveyance” means transport by licensed ambulance and, in the absence of or inability to obtain a licensed ambulance, transport by private motor vehicle, car, or taxi or other means of transport while being used as conveyance during illness or injury.

“Council” or **“Bargaining Council”** means the Building Industry Bargaining Council (Cape of Good Hope) registered in terms of the Act (as amended).

“Date of Service” means:

- 1) In the event of the consultation, visit or treatment by a medical practitioner or medical auxiliary, the date on which each consultation, visit or treatment occurred, whether for the same illness or not.
- 2) In the event of an operation, procedure or confinement, the date on which each operation, procedure or confinement occurred.
- 3) In the event of hospitalisation, the date of discharge from a hospital or nursing home.
- 4) In the event of any other service, the date on which such service was rendered.

“Dentist” means a person registered as a dentist under the Medical, Dental and Supplementary Health Services Profession Act No. 56 of 1974.

“Dependent” (if and so long as the dependent resides in the Republic of South Africa and is registered with the Fund) in relation to a member of the Fund, means:

- a) The legal or common law wife of such member duly registered as such.
- b) Such member’s child, stepchild or legally adopted child under the age of 18 years who is unmarried and not in receipt of regular income.
- c) Such member’s child, stepchild or legally adopted child under the age of 18 years who is unmarried and who owing to mental or physical defect or any similar cause, is not in receipt of regular income and who, with the consent of the Management Committee and subject to its conditions, is recognised as a dependent person.

Provided that any such dependent shall be normally resident with and dependent upon the member.

“Financial year” or **“year”** means, unless otherwise stated, the first day of November each year to the last day of October of the year following.

“Fund” means the Fund established in terms of the Agreement.

“General Practitioner” or **“Medical Practitioner”** means a person registered under the Medical, Dental and Supplementary Health Services Profession Act No. 56 of 1974.

“Management Committee” means the committee appointed in terms of these Rules to administer the Fund on behalf of Council.

“Married Member” means subject to these Rules, a member with one or more dependents.

“Medical Aid Fund” means a low-cost benefit option that is established and managed in accordance with the Act.

“Medical Auxiliary” means a person who is registered in the Register of Supplementary Health Services of the Republic of South Africa, published under the authority of the South African Medical and Dental Council in terms of section 19 of the Medical, Dental and Supplementary Health Services Profession Act No. 56 of 1974.

“Medical Certificate” means a certificate issued by a medical practitioner in such a form as may be prescribed by the Management Committee from time to time.

“Member” means an Artisan who contributes to the Fund in order to obtain any benefit referred to in these Rules, either for himself or any of his dependents in terms of these Rules, and who has duly completed the acceptance form, and has been admitted as a member of the Fund.

“Membership Card” means the official card issued by the Fund to each member in terms of these Rules.

“Paramedical Services” means any medical service rendered by a medical auxiliary.

“Pensioner” means a member who has retired from the service of an employer in the industry whether on account of age or disability and who, at the time of such retirement, had an aggregate period of membership with the Fund of not less than ten (10) years.

“Preferential Tariff” means a tariff of fees for the Fund as published by the Management Committee.

“Principal Officer” means the BIBC-appointed person responsible for the administration, compliance, and governance of the Fund, serving as the primary liaison between the Council and the Management Committee.

“Rules” means the rules of the Fund and any amendment thereto.

“Specialist” means a medical practitioner or dentist against whose name a speciality has been registered under the Medical, Dental and Supplementary Health Services Profession Act No. 56 of 1974.

“Widow” means a member admitted to membership in terms of these Rules.

4) OBJECTIVES

The objectives of the Fund shall be –

- 1) To assist members in regard to the cost of such medical services incurred by them or their dependents as may be provided for in these Rules from time to time.

- 2) To take such measures and do such things as the Council deems necessary for the prevention of sickness, accidents and for the improvement and promotion of health amongst members, their dependents and persons employed or engaged in the industry.
- 3) To contract with any hospital, nursing home, convalescent home or similar institution for the care of sick or convalescent members and their dependents.
- 4) To contract with any person, body, institution or authority in respect of medical services as may be specified from time to time.
- 5) To meet the cost of making such arrangements and to meet such expenses as may be necessary and expedient for the purpose of carrying out the above-mentioned objectives.

5) MEMBERSHIP

- 1) In accordance with the Agreement, Artisans shall be members of the Fund.
- 2) Notwithstanding the provisions of subclause (1) a member shall not be entitled to any benefits referred to in these Rules either for himself or for his dependents unless he is registered with the Fund and has completed the Acceptance Form in the manner prescribed by the Management Committee.
- 3) A member who on account of reaching retirement age or disability, retires from the industry as a pensioner may, with the approval of the Management Committee become a continuation member provided that he has been, at the time of his retirement, a member for a continuous period of not less than ten (10) years.

6) MEMBERSHIP CARD

- 1) The Fund shall issue a membership card to every member of the Fund.
- 2) The membership card shall be in such a form as the Management Committee may from time to time determine.
- 3) The membership card shall be shown to:
 - a) Any general practitioner, specialist or dentist on the occasion of his first consultation in order to prove membership of the Fund.
 - b) Any chemist if medicines prescribed by a general practitioner, specialist or dentist are supplied to the member and/or his dependents by such chemist.

- 4) The membership card shall remain the property of the Fund and shall be forwarded by the member to the Fund if membership has been terminated.

7) CESSATION OF MEMBERSHIP

- 1) Membership of the Fund shall cease:
 - a) With effect from the death of the Artisan.
 - b) With effect from the date on which the Artisan ceases to be employed in the industry except in the event of his continued membership.
 - c) In the case of a widow of a deceased member on her remarrying or taking up employment where membership of a medical scheme or fund is a condition of employment.
 - d) After an Artisan who has been admitted as a continuation member has failed to contribute to the Fund for more than two (2) months.
- 2) Any Artisan 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 BIBC.
- 3) An Artisan whose membership has been terminated in terms of these Rules shall, upon subsequently being re-admitted to membership, not be entitled to any benefit unless he has again complied with the waiting period as provided for under these Rules.

8) CONTRIBUTION TO THE FUND

- 1) Contributions to the Fund shall be as follows:
 - a) At the rate prescribed in the Collective Agreement.
 - b) Continuation membership contribution rates as published annually by the Fund.
 - i. Continuation membership contributions shall be paid to the Fund monthly in advance in such form and accompanied by such returns as the Management Committee may from time to time prescribe.

9) DEPENDENTS

- 1) Members of the Fund shall not be entitled to the payment of any benefits in respect of their dependents unless such dependents have been registered in the

manner provided for in terms of these Rules and the member shall furnish such information and documentary evidence as the Management Committee may require.

- 2) Members of the Fund shall be entitled to the payment of benefits in respect of their registered dependents with effect from the date on which the dependent was registered provided that the member qualifies for benefits.
- 3) A member who marries, becomes divorced and widowed or remarries subsequent to becoming a member of the Fund shall notify the fund within 30 days thereof and shall forward his membership card to be amended.
- 4) A member shall notify the Fund within 30 days thereof and shall forward his membership card to be amended:
 - a) In the event of the birth, or legal adoption of a child.
 - b) If a child and/or any other dependent who has been registered as a dependent in terms of these Rules ceases to qualify as a dependent.
 - c) In the event of the death of a dependent.

10) PAYMENT OF MEMBER CLAIMS

- 1) Approved claims, other than those referred to as excluded benefits in these Rules, shall be paid by the Fund at a preferential tariff to the person or institution rendering the service to the extent stated in these Rules.
- 2) The Fund shall not be responsible for payment of any claims which have not been submitted in the manner set out hereunder:
- 3) Application for payment of any claim in respect of medical services shall be made in such a manner as the Management Committee may prescribe from time to time; provided that all claims shall be made within three (3) months after the date of service and such application shall be accompanied by the following documents:
 - a) A detailed account for medical services rendered.
 - b) A prescription or certified copy thereof.
 - c) Such documents as the Management Committee requests.
- 4) The Fund shall be absolved of any liability resulting from the loss, in transit, of such documents submitted by post.
- 5) Notwithstanding anything contained in these Rules 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/or their dependants and/or other persons in respect of medical services unless the provisions of the Collective Agreement or the Rules have been completely observed and properly complied with in every respect.

- 6) Claims for medical treatment shall contain the following:
 - a) Name of patient.
 - b) Nature of illness.
 - c) Dates and number of visits.
 - d) Nature of injections, if any, and the cost of materials used.
 - e) Details of any other treatment or procedure.
 - f) Membership number.

11) CHANGE OF ADDRESS

- 1) Members shall notify the Fund within 21 days of any change of address.
- 2) The Fund shall not be held liable if a member's rights are prejudiced or forfeited as a result of neglect to comply with this rule.

12) ADMINISTRATION OF THE FUND

- 1) The Fund shall be administered by a Management Committee approved by the Council for such period and under such conditions as the Council may determine.
- 2) The Fund shall be administered in accordance with the Rules prescribed for this purpose by the Management Committee and such rules shall not be inconsistent with the provisions of the Collective Agreement.
- 3) Such sum as the Council may from time to time determine shall be payable to members of the Committee as reimbursement for loss of earnings and/or out of pocket expenses occasioned by attendance of meetings of the Management Committee.
- 4) The Management Committee shall have the powers to carry out the objectives and purposes of the Fund in accordance with the Rules and the provision of the Collective Agreement as directed by the Council and may-
 - a) Recommend to the Council as and when necessary, having regard to the financial stability of Fund -
 - i. The monetary value or 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 investment and expenditure by the Fund.
 - d) Refuse and/or withhold any or all benefits from any member and/or his dependents who, in the opinion of the Management Committee, has acted in a manner calculated or reasonably likely to injure the interests of the Fund or its members.
- 5) The Management Committee shall meet when the occasion demands, at such time and place and upon such date as the Principal Officer (PO) of the Fund may determine.
- 6) The Manager of the Funds Department shall be the PO of the Fund and shall perform such duties as –
- a) May be prescribed in these rules and in the Agreement.
 - b) The Council and/or the Management Committee determine from time to time.
 - c) By usage and custom pertaining to the office.

13) APPLICATION AND DETERMINATION OF THE RULES

- 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 Management Committee is unable to settle, shall be referred to the Council.
- 2) Any member shall the right on reasonable grounds to appeal to the Council against a decision of the Management Committee in respect of the Management Committee's interpretation or application of these Rules.
- 3) An appeal shall be made in writing to the PO within 14 days of the decision appealed against, provided that a member who is unable to express himself easily in writing may have his appeal recording in writing by the PO.
- 4) The PO may on behalf of the Council or Management Committee call for further information or medical reports and may require the member to make an affidavit.
- 5) The decision of the Council shall be final and binding on the members and the Council shall not be obliged to give reasons for any decision.

14) RULES AND ALTERATION OF RULES

- 1) The Council may at any time approve new rules, alter or repeal any existing rules as recommended by the Management Committee.
- 2) Copies of the Fund Rules in force and of any amendment or rescission or addition to the Rules, shall be transmitted to the Registrar of Employment and Labour.
- 3) Any amendment or rescission or addition made to these Rules in terms of subclause (1) shall come into effect on the 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 dependents.
 - 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 (b) and whose membership is subsequently terminated in terms of clause 7, shall not be eligible for re-admission to membership by virtue of the provision of paragraph (b).

15) MEDICAL EXAMINATION

- 1) The Management Committee reserves the right at any time to require the member or any dependents to undergo medical examinations at the Fund's expense by any medical practitioner and/or specialist which the Fund may nominate.

16) EXCLUDED BENEFITS

- 1) Notwithstanding anything to the contrary, contained in these Rules, the Fund shall not be liable for any expenses incurred by a member and/or his dependents in connection with or in respect of:

- a) Medical, hospital, nursing home or any other services or material which has been rendered or supplied without cost to the member.
- b) Costs incurred for treatment arising from an injury sustained in an accident by a member or a dependent of a member whilst travelling.
- c) Cost incurred for treatment required arising from injury sustained by a member or dependent of a member and for which a third party may be liable unless the Management Committee is satisfied that there is no reasonable prospect of the member or dependent recovering adequate damages from the third party.
- d) Costs incurred for treatment arising from previous employment or during service with the armed forces in peace or war, or for any ailment or condition for which a disability allowance or pension has been awarded.
- e) Assaults arising from deliberate provocation or from any disturbance of the peace by any person or persons, or war, invasion, act of foreign enemy, hostility, mutiny, rebellion, revolution, conspiracy, sabotage or military power.
- f) Travelling expenses or conveyance.
- g) Costs incurred for treatment of any illness or injury sustained by a member or dependent of a member where in the opinion of the Management Committee, such illness or injury is directly attributable to irregular or immoral habits, failure to carry out instructions of a medical practitioner or a specialist or to gross negligence.
- h) Costs incurred for treatment which is governed by the Compensation for Occupational and Diseases Act No. 130 of 1993, or any other similar legislation.
- i) Costs incurred in respect of recuperative purposes.
- j) The cost of operations, treatment or appliances which are not essential but are performed or supplied in accordance with the patient's wishes including all plastic surgery of an elective or cosmetic nature.
- k) Costs of specialist services unless the member or his dependent was referred to the specialist by a general practitioner.
- l) Cost of medicines that have not been prescribed by a medical practitioner.
- m) Suicide or attempted suicide, intentional self-injury or injury sustained while performing an unlawful act.

- n) Injuries resulting from participation in any professional sport, mountaineering or aeronautics.
- o) The influence of intoxicating liquor, alcohol or drugs.
- p) Inoculation, X-Rays, examinations or investigations which can be obtained by any member of the public free of charge from the State or local health authorities.
- q) Costs incurred in excess of any tariff of fees, or preferential tariff approved by the Management Committee from time to time.
- r) Cost incurred by members in respect of treatment by Psychologists, Orthoptists, Bio kineticists, Homeopaths, Osteopaths, Podiatrists (Chiropodists), Hearing Aid Acousticians, Speech Therapists and Audiologists, Social- Workers, Occupational Therapists and Dieticians.

17) **BENEFITS PAYABLE**

- 1) Benefits shall, subject to the provisions of these Rules, be paid by the Fund in respect of medical services rendered to members and/or their dependents in accordance with the amounts determined by the Management Committee and published by the BIBC from time to time.
- 2) Claims submitted by members shall be accepted and paid by the Fund in the order in which they are received.
- 3) All members shall be subject to a waiting period covering 16 consecutive weekly contributions in terms of the Collective Agreement and no benefits accrue in respect of treatment incurred on or before the first day of the fourth month of membership.
- 4) From the commencement of membership of the Fund, subject however to the provisions of paragraphs 8 (e)(h)(i)(j)(k) and (l) of this clause, every member shall be entitled to a maximum value of benefits per contribution year according to the amounts published by the BIBC from time to time. If a member joins the Fund during the year, a pro-rata portion applies.
- 5) If the benefits payable in respect of a claim submitted by a member would cause the maximum benefits payable in terms of subclause (4) of this clause to be exceeded –
 - a) The portion borne by the Fund, as prescribed in this clause in respect of an account or accounts submitted shall be reduced to such an amount that does

not cause the maximum benefit payable in terms of subclause (4) to be exceeded.

- b) The reduced benefit as determined in paragraph (a) of this subclause, shall be paid by the Fund directly to the creditor or creditors.
 - c) The member shall be responsible for the payment of the balance of the account or accounts and directly to the creditor or creditors.
- 6) In the case of illness of a protracted nature, the Management Committee shall the right to insist that a member or dependent consult a medical practitioner, or specialist nominated by the Management Committee with the permission of the attending practitioner. If the Management Committee directs that such member or dependent shall act upon the advice of such medical practitioner or specialist and if the member or dependent fails to do so, no further benefit shall be granted in respect of such illness.
- 7) Benefits provided by the Fund shall not be transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his right shall forthwith cease to be entitled to any benefits whatsoever and membership of the Fund in respect of such member and his dependent shall be terminated.
- 8) Subject to the provisions of clause 16, the amount payable to the Fund in respect of services rendered and/or material supplied to a member and/or his dependents, shall be as follows, the balance being the portion payable by the member –
- a) General Practitioner
90% of the tariff of fees payable for visits and treatment, subject to a maximum of 30 consultations and/or visits.
 - b) Specialists
90% of the tariff of fees payable for visits and treatment and 90% for consultations, provided that the patient has been referred to a specialist by a general practitioner.
 - c) Operations
90% of the tariff of all surgeons, assistant surgeons, and anaesthetist fees in the case of surgical operations, including circumcisions done within six (6) months after birth and on medical recommendation.
 - d) Hospitalisation

- i. 100% of Provincial Hospital charges, not exceeding 60 days in any one (1) year, subject to the member's last tax assessment form being presented to the hospital authorities.
 - ii. Ward fee charges (Private Hospitals) at a rate not exceeding the maximum rate per day as published by the BIBC and not exceeding 60 days in any one (1) year.
- e) Theatre Fees
Theatre Fees – maximum as published by the BIBC per operation.
- f) Prescribed Medicines
- i. The cost of medicines and drugs prescribed and/or supplied by a medical practitioner, dentist, hospital or nursing home provided that the total amount payable per family in respect of any member and his dependents in any one (1) calendar year shall not exceed the maximum amount published by the BIBC and provided further that the member shall be responsible for the payment of the first amount per prescription as published by the BIBC.
 - ii. No benefits shall be payable in respect of patient foods, including babies' foods, contraceptives, abortives, shampoos, soaps, slimming preparations, tonics, domestic products, homeopathic products, biochemical and herbal remedies and vitamins and supplements not approved by the Management Committee.
 - iii. The member shall pay the full account in respect of medicines prescribed by a doctor or dentist and supplied by a chemist and submit such account together with the receipts and a copy of the doctor's prescription to the PO before the Fund's share is refunded to him. Should the member's account balance be insufficient to cover the first amount as per (i) above, the member will be responsible for that payment.
- g) Physiotherapy
90% of the cost of physiotherapy if prescribed by a doctor.
- h) Dental Services
90% of fees in respect of all dental services including crowns, bridgework and orthodontics provided that dental claims shall not exceed the aggregate maximum amount as published by the BIBC, per year per family.
- i) Chiropractors

90% in respect of Chiropractors subject to a maximum number of ten (10) visits per year per family.

j) Optical Services

Optical benefits shall be limited to the maximum amount as published by the BIBC per year per family and shall include the testing of eyes, the supply of lenses (including contact lenses) and frames and repairs.

k) Surgical Appliances

In orthopaedic cases, the cost of the surgical appliances may not exceed the maximum amount as published by the BIBC per appliance, and is accompanied by the doctor's letter or prescription.

l) Hearing Aids

A maximum benefit not exceeding the maximum amount as published by the BIBC per year per family for hearing aids will be allowed.

9) The payment of any amount shall be dependent on there being sufficient funds available.

10) Claims shall be forwarded to the Fund for payment in such manner and in such form as the Management Committee may from time to time prescribe.

18) GENERAL

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