

ENGEN MEDICAL BENEFIT FUND

ANNEXURE C

LIMITATION OF BENEFITS AND BENEFITS EXCLUDED (Subject to PIMB's which will be paid at 100% of the cost for services rendered)

(WITH EFFECT FROM 1 January 2010)

1. LIMITATION OF BENEFITS

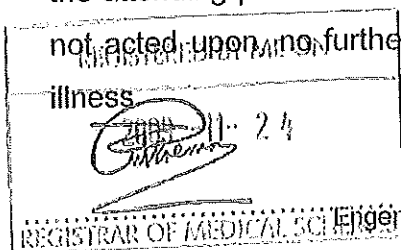
Unless benefits are to be afforded to members as prescribed minimum benefits or unless benefits are specifically provided for in a Schedule annexed to these rules, no benefits shall be payable, unless the Board decides otherwise.

1.1 The maximum benefits to which a member and his dependants shall be entitled in any financial year shall be limited and subject to such waiting periods as may be determined in the Rules.

1.2 All new members admitted during the course of a benefit year shall be entitled to the benefits set out in the Annexure B with the maximum benefits being adjusted as stipulated in the preamble to the said Annexure B.

1.3 In cases of illness of a protracted nature, the Board shall have the right to insist upon a member or dependant of a member consulting any particular specialist the Board may nominate in consultation with the attending practitioner. In such cases, if the specialist's advice is

not acted upon, no further benefits will be allowed for that particular illness



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1.4 In cases where a specialist, except an ophthalmologist or gynaecologist, is consulted without the recommendation of a general practitioner, the benefit allowed by the Scheme may, at the discretion of the Board, be limited to the amount that would have been paid to the general practitioner for the same service.

1.5 Unless otherwise decided by the Board, benefits in respect of medicines obtained on a prescription are limited to one month's supply (or to the nearest unbroken pack) for every such prescription or repeat thereof.

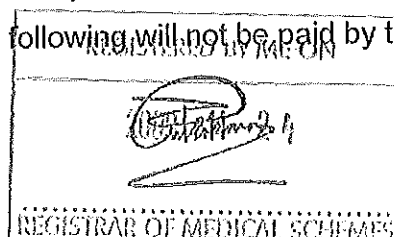
1.6 No limitations or exclusions will be applied to the prescribed minimum benefits.

2. SERVICES RENDERED OUTSIDE THE REPUBLIC OF SOUTH AFRICA (OUTSIDE THE RAND MONETARY AREA)

If in terms of the Rules, a member incurs a cost for services rendered outside the Republic of South Africa for which, in the discretion of the Board, a benefit would have been payable if such service had been rendered within the Republic of South Africa, such service shall be deemed to have been rendered in the Republic of South Africa.

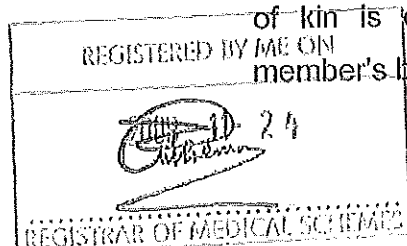
3. BENEFITS EXCLUDED – With due regard to Prescribed Minimum Benefits (PMB)

Unless otherwise decided by the Board, expenses incurred in connection with any of the following will not be paid by the Scheme:



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- 3.1 Reckless Activities: Participation in any extreme activity where, based on an objective test for reasonable behavior, the Beneficiary is deemed to be risking injury recklessly, including, but not limited to, such activities as solo-mountaineering, speed contests other than on recognised race tracks, extreme endurance marathons and the like. Activities such as parachuting, mountaineering, motor racing, bungee jumping, ultra marathons and scuba diving would not be excluded provided they are undertaken within the accepted safety and licensing constraints of the governing bodies of such support. Except for PMBs.
- 3.2 All costs that are more than the annual maximum benefit to which a member is entitled in terms of the Rules, unless otherwise agreed by the Board in terms of Rule 17.6.
- 3.3 Costs of whatsoever nature incurred for treatment arising out of an injury sustained by a Beneficiary for which any other party is liable. The Fund shall advance to, or on behalf of, the Beneficiary such amounts as would not exceed the benefits to which that Beneficiary is entitled, provided that:
- a) The Beneficiary informs the Fund of the potential claim against the other party, and of the relevant health care expenses incurred, in the manner and within the time period applicable to normal claims for benefits under the Fund; provided further that the member provides an irrevocable written undertaking within three days of receiving a request to this effect from the Fund. This undertaking shall be signed by the member and in the event of the member being incapacitated, by anyone of the member's next of kin, and the member warrants that such next of kin is duly authorized to sign the undertaking on the member's behalf and to bind the member to the terms thereof.



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- b) A claim in respect of the said expenses is lodged by the Beneficiary against the other party concerned and such claim is pursued with due diligence, with the Fund being kept fully informed. The member shall be obliged to repay to the Fund that portion of the damages actually recovered by him or his dependant from the other party as relates to the costs and service in respect of which he or his dependant has received or benefited from advances contemplated above (the past medical expenses). In the event that it is not specifically indicated how much of the damages or compensation recovered by the member or the dependant is in respect of the past medical expenses, the amount payable by the member to the Fund shall be such percentage of the damages or compensation received, as would be equal to the percentage that the past medical expenses constituted of the total reasonable damages or compensation that was initially claimed from the other party, expressed in Rand;
- c) Should the Beneficiary not pursue the claim against such other party to the satisfaction of the Fund, it may require the Beneficiary to cede or procure the cession of such claim to the Fund, in which event the Beneficiary shall provide the Fund with all such assistance and co-operation as it may reasonably require in pursuing such claim. Only the cession of damages in relation to medical costs is permissible. The Beneficiary shall be obliged to pay to the Fund so much of the damages actually recovered by him, or on his behalf, as relates to the service in respect of which he has received or benefited from the advances contemplated above.

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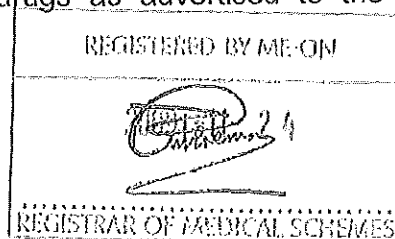
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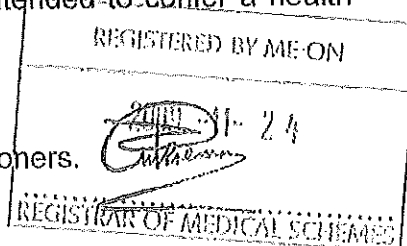
- 3.4 All costs incurred for treatment of any sickness condition sustained by a member or dependant of a member where such sickness condition is directly attributable to failure to carry out the instructions of a medical practitioner.
- 3.5 Purchase of medicines not included in a prescription from a person legally entitled to prescribe.
- 3.6 All costs for services rendered by:
- 3.6.1 Persons not registered as providers of relevant health services with a recognised professional body constituted in terms of an Act of Parliament.
- 3.6.2 Any place, nursing or similar institution, except a state or provincial hospital, not registered in terms of the applicable legislation as a private hospital, unattached theatre or day clinic and any institution not licensed in terms of the Mental Health Act, 1973.
- 3.7 Purchase of: -
- medicines not registered with the Medicines Control Council;
 - patent medicines and proprietary preparations;
 - sun-screening agents and tanning agents;
 - non-scheduled soaps, shampoos and other topical applications
 - applicators, toiletries and beauty preparations;
 - bandages, cotton wool and similar aids;
 - patented foods, including baby foods;
 - Tonics, slimming preparations and drugs as advertised to the public;
 - Household and biochemical remedies.
 - Alternative medicines
 - Multivitamins



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- 3.8 Holidays for recuperative purposes.
- 3.9 Charges for appointments, which a beneficiary fails to keep.
- 3.10 All costs for use of gold in dentures or the cost of gold as an alternative to non-precious metal in crowns, inlays and bridges.
- 3.11 All costs in respect of the harvesting of an organ where the recipient / dependant is not a member of the Fund.
- 3.12 Executive type medical examinations.
- 3.13 Treatment at State facilities at no charge.
- 3.14 Accommodation in old age homes or similar institutions catering for the aged;
- 3.15 Accommodation and/or treatment in headache and stress relief clinics, spas and resorts for health, slimming, recuperative or other similar purposes .For the purposes of this rule, "accommodation "shall include all related expenses and meals, and "treatment "shall include any of the following: examinations, consultations, investigations, diagnosis, test procedures, operations and generally shall include any service or supply by any such enterprise or practice intended to confer a health benefit.
- 3.16 Telephone consultations with medical practitioners.
- 3.17 Examinations for insurance, school camp, visa, employment or similar purposes.
- 3.18 Replacement batteries for hearing aids.



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- 3.19 Sunglasses, Plano sunglasses and spectacle cases.
- 3.20 The fee associated with solutions, kits, fittings and adjustments to contact lenses.
- 3.21 Bleaching of teeth that have not been root canal treated and metal inlays in dentures and front teeth.

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