

## Terms and Conditions

### 1. FINANCIAL CO-OPERATIVE

SA Primary Medical Financial Co-operative Limited ("MediCoop") is a registered Cooperative Financial Institution (Reg. No. 2015/014609/24), regulated by the Prudential Authority under the South African Reserve Bank as a deposit taking institution under the Co-operative Banks Act. MediCoop is a registered and authorised credit provider (NCRCP8712) and is compliant with all the necessary procedures and processes to continue to meet the requirements of the NCR and FIC (ID No. 38406).

### 2. INTERPRETATION OF TERMS

In the constitution and terms, unless the context indicates otherwise, a word or expression to which a meaning is attached to the Co-operative Banks Act shall have a similar meaning and -

**"Audit and Supervisory Committee"** means the elected audit committee which has internal audit and supervisory responsibilities.

**"Auditor"** means the independent auditor, registered as such in terms of the Auditing Profession Act no 26 of 2005, appointed at the annual general meeting (AGM).

**"Associate Member"** means persons and entities.

**"Board"** means the board of directors of the Co-operative.

**"Common Bond"** means persons and entities engaged in health care in the Republic of South Africa limited to members of registered health care associations, organisations and groups.

**"Constitution"** means the Constitution of the Co-operative as adopted on 21 September 2015 and amended on 04 October 2019.

**"Co-operative"** In addition to the meaning attached to in the Co-operative Act, it also refers to this Financial Co-operative to which the constitution relates.

**"Co-operatives Act"** means the Co-operatives Act No 14 of 2005, as amended.

**"Co-operatives Amendment Act"** means the Co-operatives Amendment Act No. 6 of 2013.

**"Co-operative Banks Act"** means the Co-operative Banks Act No 40 of 2007.

**"Co-operative Banks Act, 2007 (Act No. 40 of 2007)"** means as published by the Reserve Bank, designating activities not falling within the meaning of "the Business of a Bank", and having met with the conditions thereof, as determined by the Supervisor from time to time.

**"Co-operative Financial Institution"** means a co-operative financial institution as defined in the Co-operative Banks Act, 2007 (Act No. 40 of 2007).

**"FICA"** means personal information as required by the Financial Intelligence Centre Act (30 of 2001).

**"Gender"** a reference in the constitution and terms to the masculine gender shall also include the feminine gender and vice versa.

**"Governance Committee"** means the subcommittee of the Board established in terms of section 13 (2) (a) of the Co-operatives Banks Act

**"Issue Price"** means the value or price per Voluntary Share at which Voluntary Shares shall be issued to Members, being the Nominal Value plus the Share Premium.

**"Mandatory Shares"** means the minimum number of shares issued as a condition of membership, being 1 000 (one thousand) shares at R1.00 (one rand) per share.

**"Member"** means a member of the Co-operative.

**"Nominal Value"** means the nominal value of Shares being R1.00 (one rand) per Share.

**"Prescribed investments"** means investments as prescribed by the Registrar in terms of the Co-operatives Act.

**"Prudential Authority"** has the meaning defines in the Financial Sector Regulation Act, 2017 (Act No. 9 of 2017).

**"Related Parties"** means persons and entities that are also eligible to become members due to the fact that they are directly related to a member, but limited to the employees, trustees, members, directors, shareholders and associates of an entity that is a member, and the spouse, parents and children of a person that is a member, and for purposes of the maximum number of shares that a Member and Related Parties in aggregate may hold in the Share Capital of the Co-operative and for purposes of related party transactions, means the persons that are directly related as the spouse, or parents or children of a Member, or in the case of a legal entity Member means the persons or entities that are defined as related parties as applicable in terms of the International Financial Reporting Standards IAS 24 as issued by the International Accounting Standards Board.

**"Registrar"** means the Registrar of Co-operatives appointed in terms of the Cooperatives Act.

**"Shares"** means all the Mandatory Shares and Voluntary Shares.

**"Share Premium"** means a premium per Voluntary Share as approved by the Board and authorised by Members from time to time at an Annual General Meeting or Extraordinary Meeting. No Share Premium is applicable to Mandatory Shares.

**"Supervisor"** means the Prudential Authority.

**"Surplus"** means the net amount by which the total financial value received exceeds the total financial costs and expenditure, after allowances for provisions, depreciation, amortisation and taxation for a specified period as approved by the Board and certified by the Auditor.

**"Voluntary Shares"** means any number of shares in addition to the Mandatory Shares acquired by a Member and which are subject to the Special Rules related to Voluntary Shares.

### 3. PLACE OF BUSINESS

- The main place of business of the Co-operative is situated at: Office 201, 2<sup>nd</sup> Floor, Clock Tower Building, Clock Tower Precinct, Waterfront 8002; Cape Town. Satellite offices of the Co-operative are situated at:
  - Pretoria: Block A, Ground Floor, Corobay Corner, Cnr Aramist & Dallas Road, Menlyn Maine, 0010, Pretoria; and
  - Port Elizabeth: 33 7th Avenue, Newton Park, 6055, Port Elizabeth.

### 4. OBJECTIVES

- To promote and advance the social and economic welfare of its members by enhancing access to financial services under sustainable conditions by providing banking services in accordance with the provisions of the Co-operative Banks Act, 2007 (Act No. 40 of 2007).
- To encourage savings by providing a means whereby such savings may receive a competitive rate of return.
- To achieve a Surplus for purposes of enhancing sustainability, improve services to Members and incentivising active participation by Members through

Patronage Proportion payments.

- To actively support the formation of support organisations and of higher tier Cooperative Banks, with the aim of enhancing support, access to capital and improved services to Members.

### 5. SERVICES TO MEMBERS

The Co-operative may provide the following financial services to its members and associate members, subject to directives by the Supervisor as may be applicable:

- Solicit and accept money, deposits, debt and savings instrument investments and donations from Members and Associate members, ("deposits") hereinafter.
- Open banking accounts (inter alia savings accounts, cheque accounts) for its members and associate members, in terms of the policies and procedures of the Co-operative as approved by the Board.
- Borrow money from other organisations including government agencies and banking institutions up to a percentage of the assets held by it as prescribed by the Supervisor.
- Open banking accounts in the name of the Co-operative with any banking institution.
- Grant secured and unsecured loans, provide finance, provide security, and credit to members and associate members to a maximum aggregate value prescribed by the Supervisor.
- Conduct any additional functions as may be prescribed by the Supervisor.
- Including the establishment and funding of community development organisations and special purpose limited liability legal entities by the Board for purposes of promoting the objectives of the Co-operative as stated in clause 5.
- Invest money from its members and associate members in prescribed investments.
- Provide negotiable instruments to members and associate members.
- Provide trust and custody services to members and associate members.

### 6. MEMBERSHIP

(Common Bond: Membership shall only be available to persons and entities, including their Related Parties, that are members of any of the following associations, organisations and groups listed below:

- Health Professionals Council of South Africa;
- The South African Nursing Council;
- Pharmaceutical Society of South Africa;
- South African Medical, Homoeopathic, Physiotherapy and Psychiatrists Associations;
- Board of Health care Funders and the Council for Medical Schemes;
- South African Institute for Health Care Managers;
- Hospital, Day Hospital and Renal Care Associations of South Africa;
- South African Veterinary Association;
- South African Medical Association;
- The Public Health Association of South Africa;
- The South African Medical Device Industry Association;
- The Professional Provident Society of South Africa.
- Any further groups approved by the Supervisor;

b) No discrimination will be allowed along the lines of race, political affiliation, gender or religion.

c) Every applicant for Membership shall complete the prescribed "Application for Membership" form, provide proof of identity, other required FICA documentation and affiliation in accordance with the co-operative principles.

d) Entities, such as societies, associations, clubs, partnerships and companies comprising individuals who in their own right are eligible to become members of the Co-operative, may be admitted as members in the same manner and under the same conditions as individual members, subject to such legal entity nominating at least one natural person as the authorised representative of such Member.

e) Should a Member resign its/ his/ her membership of an association, organisation or group listed in 7 above, the member may remain a member of the Co-operative, subject to such member conforming to all other membership requirements of the Constitution.

f) An applicant shall be admitted to Membership on being approved a majority vote of the board or by delegation of authority by the Governance Committee, but shall not qualify for the rights and privileges of Membership until he/ she has paid a Joining fee of R200 (two hundred rand) and acquired the minimum of 1,000 Mandatory Shares in the Co-operative. It is noted that the Joining fee is nonrefundable. The share contribution may not be withdrawn on demand and may only be withdrawn as provided for in clauses 9, 10 and 28 of the Constitution.

g) Every Member shall be registered on the financial co-operative's member database, with all detail provided as required by the Supervisor and recorded in the Member Share Register.

### 7. LIMITATION OF LIABILITY

The liability of a Member towards the liabilities of the Co-operative by virtue of his or her Membership shall be limited to an amount equal to the value of the Shares held by him or her and he or she is not otherwise personally liable for any of the debts of the Co-operative, except where other special circumstances exist, e.g. when explicit guarantees have been given.

### 8. TERMINATION OF MEMBERSHIP

- Membership shall cease upon:
  - Death in the case of a natural person.
  - Liquidation or deregistration in the case of a juristic person.
  - Receipt by the Co-operative of voluntary termination of Membership in writing subject to a 3-month notice period.
  - Expulsion from the Co-operative as provided for in clause 10 of the Constitution. The expelled Member may still avail of the dispute resolution procedure outlined in clause 39 of the Constitution.
- Upon termination of Membership, a Member shall be entitled to receive the full amount standing to his/ her savings less the amount of any loans, interest and fines payable. Fixed term obligations shall either be repaid with accrued interest (minus penalties for early withdrawal) upon termination of Membership or be repaid upon expiry date of such fixed term obligation, by choice of the Co-operative.

- Shares issued to a Member whose membership has terminated, shall be cancelled and shall be repayable to that Member to the value not exceeding the issue price paid for such cancelled shares and such payment shall only be settled one year from the effective date of termination of such Shares in the share register of the Co-operative, subject to a possible further payment term extension as per clause 28 (a) 6 of the Constitution.

d) Upon the death of a Member, his/ her shares/ savings will be transferred to the nominated beneficiary as entered by the Member, in terms of clause 7 of the Constitution.

### 9. SUSPENSION/EXPULSION OF A MEMBER

Members are expelled/ suspended subject to the following provisions:

- A Member may be suspended if he/ she does not comply with the Constitution, any rules of the Co-operative and/ or failure to pay on due date any amounts owing by the Member to the Co-operative.
- A Member may be suspended whose account is dormant or who has relocated and failing to communicate the new place of residence to the Co-operative within a period of 180 days.
- A Suspended Member shall not have any voting rights during any period of suspension.
- The board, by majority vote, may recommend a Member for expulsion and may then suspend the Member and by so doing deprive him from any benefits of the Co-operative until such time as the issue is voted on at a general meeting.
- Prior to a decision on expulsion the Members shall be afforded an opportunity to be heard at the general meeting. If the general meeting ratifies such expulsion by a special resolution, it shall be effective from the date of suspension. If the general meeting does not ratify the expulsion by the required majority, the suspension shall be immediately removed and the Member treated as if no such suspension had been imposed.
- A Member expelled in terms of these provisions shall forfeit all rights to share in the surplus or other benefits of the Co-operative and Shares shall be cancelled and repaid on similar terms as specified in clause 9(c) of the Constitution.

### 10. CONFIDENTIALITY

- The officers, directors, members of the committees and employees of this Cooperative shall hold in strictest confidence all transactions of this Co-operative with its Members, except to the extent deemed necessary by the board in connection with the making of loans and collection thereof.
- Individual Members' accounts shall be accessible only to officers of the Cooperative, the audit and supervisory committee and the Auditors. Members shall be entitled to inspect their own accounts at any time during the business hours of the Co-operative.
- I give consent to the process of personal information and allow MediCoop to communicate with/ contact me regarding membership information, the affairs of MediCoop, its products and services available to members in terms of the Protection of Personal Information Act 4 of 2013. I agree that MediCoop can use my photograph(s) to check my identity and FICA information from the Department of Home Affairs (DHA) and at any other party to confirm any aspect or details of this application.
- Certain product and services, as marketed on the MediCoop website and in the MediCoop marketing material and brochures are provided through the MediCoop's alliance partners. If I select to receive certain product information and related news, and these products and services are provided by the alliance partners or 3<sup>rd</sup> party suppliers, MediCoop may send my contact details to the alliance partners or 3<sup>rd</sup> party suppliers to contact me.

### 11. GENERAL PROVISIONS

- All power, authority and functions of the members of the board, committees and officers of the Co-operative pursuant to the provisions of the constitution shall be exercised in strict conformity with the relevant provisions of the constitution and its adopted policies.
- Notwithstanding any other provisions in the constitution, any director, committee member, officer or employee of the Cooperative may be removed from the office by the affirmative vote of two thirds of the Members present at a general meeting of which proper notice has been given but only after an opportunity has been given him/ her to be heard.
- The constitution sets the standard procedures and structures required for registration as a Cooperative Financial Institution.

### 12. ACCIDENT INSURANCE DETAILS

- Insured amount R30 000. Monthly premium at R30 per month.
- The premium and cover amount increase annually on 1 January.
- You may join the scheme from age 15 next birthday and remain a member until age 64.
- The features are an important part of your cover, please read it on <https://jpfm.co.za>
- The Accident Cover is subject to final approval by JPF and / or Guardrisk Life.
- Undertaking by insured:
  - I agree that this application to join the Accident Cover, as well as any other relevant documents, form the basis of proposed MediCoop membership. I declare and admit that I have read the features on <https://jpfm.co.za> and make this application by myself (self-application). I commit myself thereto and declare that it has been set out clearly and comprehensible. I herewith consent to any underwriting profit from the Accident Cover and that it may be paid to JP Future Financials.
  - Debit order payment for my R30 000 Accident Cover at R30 pm, the Cover and premium increase annually on 1 January.
  - Debit against my bank account provided on page 2 of member application form.

### 13. MEMBERSHIP APPLICATION REWARDS

- Accident cover of R30,000 at R30 pm for members of the Co-operative. The first 6 months accident cover premiums are included in the Joining fee.
- Free wildlife magazine for members of the Co-operative valued at R360.00 per year. This benefit is provided by Leopard.tv. Terms and conditions apply.
- Free online access to the latest medical market news for members of the Cooperative. This benefit is provided by MedBrief Africa. Terms and conditions apply.

