

15.5. If, for any reason whatsoever, the Scheme pays an amount in excess of the amount which it is liable to pay in respect of a claim in terms of these rules, then such amount shall be a loan repayable to the Scheme.

15.6. In the event that a member or dependant becomes entitled to any benefit for medical services rendered in the treatment of an injury sustained as a result of or arising out of the negligent driving of a motor vehicle by a person within the Republic of South Africa, the member or dependant shall:

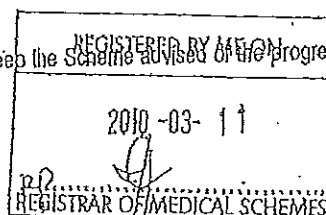
15.6.1. ~~be obliged to take all steps which are necessary to immediately submit to the Road Accident Fund ("RAF") established in terms of Act 56 of 1996, a claim for compensation for the costs of any health care services performed and which in the future may be necessitated in connection with such injury and;~~

15.6.2. advise and keep the Scheme advised of the progress in relation to such claim for compensation; on admission of such claim by the RAF, advise the Scheme of the terms of such admission, including any terms relating to any undertaking by the RAF to make payments of the costs of any future medical expenses, in which event the Scheme shall be entitled to recover payment of any benefit in respect of health care services for which the RAF has undertaken to make payment.

15.7. In the event that a member or dependant becomes entitled to any benefit for medical services rendered in the treatment of an injury or disease sustained or contracted in the course of his employment, the member or dependant shall:

15.7.1. be obliged to take all steps which are necessary to immediately submit a claim for compensation to the Compensation Commissioner ("the Commissioner") as provided for in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, a claim for compensation for the costs of any health care services performed and which in the future may be necessitated in connection with such injury or disease and;

15.7.2. advise and keep the Scheme advised of the progress in relation



## ANNEXURE C

## EXCLUSIONS AND LIMITATIONS - 2010

## 1. EXCLUSIONS

With due regard to the prescribed minimum benefits and unless otherwise provided for or decided by the Board, expenses incurred in connection with clause 15.12 of the Main Body as well as any of the following, will not be paid by the Scheme:

- 1.1 All costs of whatsoever nature incurred for treatment of sickness, conditions or injuries sustained by a member or a dependant and for which any other party is liable. The member is entitled to such benefits as would have applied under normal conditions, irrespective of the lapse of time. ~~The member will reimburse the scheme for medical expense on receipt of payment from the other party. In this regard, the amount due to the scheme will be equivalent with the compensation awarded in respect of medical expenses.~~
- 1.2 All costs for operations, medicines, treatment and procedures for cosmetic purposes which shall, without limitation, be deemed to include health care services related to hair removal, scars and nasal tip surgery. The Scheme shall have the sole discretion to determine whether a particular operation, treatment or procedure is cosmetic in nature based on the motivation received;
- 1.3 All costs for operations, medicines, treatment and procedures related to obesity;
- 1.4 Health Care services relating to otoplasty for bat ears, Portwine stains and Blepharoplasties (Eyelid surgery);
- 1.5 health care services relating to breast reductions / enlargements and gynæcomastia;
- 1.6 Search and rescue;
- 1.7 Holidays for recuperative purposes;
- 1.8 Purchase of:
- 1.8.1 applicators, toiletries and beauty preparations;
- 1.8.2 cotton wool and other consumable items;

