

Employer Application Form for Flexicare 2027

Contact us

Tel: **0860 444 779**; 1 Discovery Place, Sandton, 2196; PO Box 784262, Sandton, 2146; www.discovery.co.za

Who we are

Flexicare is not a medical scheme. The cover is not the same as that of a medical scheme and is not intended to be a substitute for medical scheme membership. Flexicare is administered by Discovery Health (Pty) Ltd, registration number 1997/013480/07 an authorised financial services provider and underwritten by Auto & General Insurance Company Limited, registration number 1973/016880/06, an authorised insurer and financial services provider. Terms, conditions and limits apply.

What you must do

- Fill in the form in black ink and print clearly or complete the form digitally.
- This form ("the Information Form") must be completed and returned to Flexicare for registration of the Product. This information form constitutes your agreement with Flexicare to use the information provided to register the employer for the Product.
- Sign section 8. This section must be physically signed and may not be signed digitally.
- Email this Information form to **GroupApplication@discovery.co.za**.

1. About your organisation

When do you want your cover to start?

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Name of employer

Registration number

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VAT number

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Employer number

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Branch number

--	--	--	--	--	--	--	--	--	--

Branch number 1

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Branch number 2

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Branch number 3

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Branch number 4

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Branch number 5

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Payment method

Debit order ☐

EFT ☐

Advanced ☐

Arrears ☐

Total number of principal members joining Flexicare

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Welcome Pack Delivery Preference

Head office ☐

Branches ☐

Legal entity, for example (Pty) Ltd

Welcome Pack - Delivery address (Welcome packs to be delivered to this address)

Suite/Unit number

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Complex/Building

Street number

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Street name

Suburb

City

Postal code

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In what industry do you operate? Please tick the applicable block.

Mining and mining resources ☐

Financial Services ☐

Retail ☐

Construction/building ☐

Manufacturing ☐

Hotel/leisure/entertainment ☐

Professional services ☐

Education ☐

Religious organisations ☐

IT ☐

Other (please specify)

COVID (workman's compensation) registration number

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2. Your organisation's contact person

2.1. Contact person (This is the Employer contact person who is authorised to deal with us and send us financial and other changes for your Employees)

Title		Initials	
Surname			
First name(s) (as per identity document)			
ID or passport number		Employee number	
Telephone (H)		Telephone (W)	
Cellphone			
Email			
Designation(s)			

3. Banking details for your monthly contributions (if applicable)

You may only provide a South African bank account. Payment of all fees will be in advance and by means of a debit order, unless you have an existing payment arrangement with Discovery Health, in which case that payment arrangement will also be applied to the fees payable in terms of this product. If the product is not activated prior to the debit order submission, the initial fee will be included in the following month's debit order.

Please note: We do not accept credit card details and you can only use a South African bank account.

Bank name			
Branch name		Branch code	- -
Account number		Type of account	Cheque ☐ Savings ☐
Account holder name			
Authorised signatory (/ies) on behalf of the employer and employees duly authorised:			
Name(s)		Name(s)	
Designation(s)		Designation(s)	

4. Flexicare Debit Order Mandate

Note: If the request to change bank details is submitted within five days from the next debit order date, the debit order might still be submitted on the old bank account as we need a minimum of five days' notice to update bank details.

Supporting documents required

Please send the signed Request To Change Bank Details Form back to us with the documents under each type of bank account. Please only send the documents relevant to your update. These documents are only applicable or needed when you are using one of the bank account types listed below.

When using **another persons bank account** (for example, spouse, aunt, uncle, friend, father, son):

- Proof of the account, like a copy of the bank statement, not older than three months.
- A copy of the ID, passport or drivers license of the employer and bank account owner.

When using a **joint account**:

- Proof of the account, like a copy of the bank statement or letter from the bank on a bank letterhead (the proof must not be older than three months from the day that you send it to us)
- A copy of the ID, passport or drivers license of each of the joint account owners

When using a **company account**:

- Proof of the account, like a copy of the bank statement or letter from the bank on a bank letterhead (the proof must not be older than three months from the day that you send it to us)
- A copy of the ID, passport or drivers license of each signatory or person who has authority to sign on behalf of the company
- A letter of authority including the details of all the persons of authority and the policy or membership details
- A copy of the company's certificate of registration

When using a **trust account**:

- Proof of the account, like a copy of the bank statement or letter from the bank on a bank letterhead (the proof must not be older than three months from the day that you send it to us)
- A copy of the ID, passport or drivers license of each of the trustees of the account
- A copy of the trust's certificate of registration
- A copy of the trust resolution, showing the trustees

Name of accountholder											
Physical address											
Unit/Suite number						Complex/Building					
Street number						Street name					
Suburb											
City							Postal code				
Bank											
Branch name							Branch code		-		
Account number								Type of account	Cheque ☐	Savings ☐	Other ☐
Date								To: (name of beneficiary)			

This signed authority and mandate refers to the application on the signed date ("the agreement")

I/We, the undersigned:

- Warrant that the account information I/we have provided above is an account in my/our name and that the information furnished by me/us in this authority and mandate is true and correct.
- Authorise Flexicare to issue and deliver payment instructions to my bank, recorded above, for the collection by Flexicare from the bank account (or any other bank or branch to which I may transfer my account) any amounts due under or in terms of this application to change banking details on condition that the sum of such payment instructions will never exceed my obligations as framed in the agreement which shall commence on the date that the banking details are effective and shall continue until this authority and mandate is terminated by me by giving Flexicare no less than ordinary working days written notice thereof or immediately in the event that I instruct my bank to withdraw this authority and mandate.
- Confirm that the payment instructions mentioned above must be issued on the first working day of the month. If the change in banking details are not activated in time for the debit order collection and there is an amount outstanding, Flexicare can collect that amount in the interim, upon activation of the banking details. If I change the date of the debit order after activation of the banking details, I confirm that the payment instructions must be issued and delivered on the day that I have nominated ("payment day") and thereafter on the same day in each and every successive If the payment day falls on a Sunday or recognised South African public holiday, the payment day will automatically be the next working day.
- Authorise Flexicare to track my bank account and re-present the payment instruction referred to above in the event that there are insufficient funds in my bank account to meet my obligations under or in terms of this agreement.
- Acknowledge that my bank will treat each payment instruction to pay premiums or amounts due under this agreement to Flexicare as if each payment instruction came from me personally as the account holder.
- Undertake to advise Flexicare in writing of any changes to my account details and acknowledge that Flexicare will not be held responsible or liable for any claim, loss or harm that I or any third party may suffer as a result of me providing incorrect banking details herein or if the bank account is in the name of another person or entity or as a result of my failure to notify Flexicare of a change in banking details or if the bank account has insufficient funds to meet my obligations under or in terms of the agreement.
- Know and understand that the withdrawals hereby authorised will be processed through a computerised system provided by South African banks. The details of each withdrawal from my bank account will be printed on my bank statement and must show the reference number of the membership inserted in the agreement so as to enable me to identify this membership.
- Acknowledge that although this authority and mandate may be terminated by me, such termination does not necessarily terminate this In the event of such termination, I am not entitled to any refund of any premiums or amounts due that was withdrawn by Flexicare whilst this authority and mandate was in force if such premiums or amounts were legally owing to Flexicare in terms of the agreement.
- Acknowledge that by signing this authority and mandate I am bound by the payment terms applicable to this agreement.
- Acknowledgement that this Authority may be assigned to a third party if this agreement is also assigned to a third party.

Reference number

This Agreement reference number: System generated reference number

Abbreviated name

Abbreviated name: DHFLEXCAR

Deduction amount – as per signed contract

Payment start date – as per signed contract

Signature of bank account holder

Date

Please only sign if you have read and understand this statement.

In addition to the above terms, the account holder must agree to the following:

- I confirm that I have the right to give Flexicare the authority to debit such account on a monthly basis. Furthermore, I will be liable for any claims, losses or damages of whatsoever nature arising out of debits made by Flexicare to the account as listed above should this account have insufficient funds, be incorrect or be held in the name of any other person.
- I hereby authorise Flexicare to verify the banking details as provided above for the purpose of setting up a debit order, in need.
- I confirm that the account listed above complies with the Financial Intelligence Centre Act ("FICA").
- I confirm that if I miss a premium collection date, I authorise that Flexicare may deduct a double debit of my premiums the following month

I _____ (Full name(s) and surname according to your identity document), as the account holder, give Flexicare and its subsidiaries in their relevant capacities permission to change my banking details.

Signed at (town or city) _____

Signature of account holder _____

on

D	D	M	M	Y	Y	Y	Y
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Please only sign if you have read and understand this statement.

This form is only a complete application when it contains all the information we need to fully process your application. We take the date on which we receive the complete application as the application date, and not the date on which you sign the form.

5. Your financial adviser's details (to be completed by your financial adviser)

Where you assisted by a financial adviser? Yes ☐ No ☐

Financial adviser's name _____

Code _____

Intermediary house _____

Code _____

Financial adviser's telephone number (W) _____

Lead number _____

Email _____

Bank reference number (if applicable) _____ (Mandatory for all ABSA and FNB financial advisers)

Declaration

I declare that I have read, understood and agree to the broker declaration on www.discovery.co.za/portal/rules.

I declare that:

- 5.1. I am an accredited financial adviser in terms of the Medical Schemes Act and licensed by the Financial Services Board in terms of the Financial Advisory and Intermediary Services Act at the date of signing this application form.
- 5.2. I am appointed by the employer to provide advice about this application.
- 5.3. I have a valid contract with Flexicare and I have made the client aware of the commission payable Flexicare.
- 5.4. I am responsible for providing the employer and its employees with:
 - my name, physical address, postal address and telephone number.
 - impartial advice that is in his or her best interest.
- 5.5. I am accountable for any advice given to the organisation and its employees about completion of this application form and joining Flexicare.

Signature of financial adviser _____

Please only sign if information is true, complete and correct

6. Terms and Conditions

1. INDEMNITY

Auto & General indemnifies the **employer** for all **claims** relating to the provision of **services** by **suppliers** for the duration of this **agreement**. This is subject to **authorised subcontractors** providing the **services**.

2. DURATION

- 2.1. This **agreement** will begin on the **start date of agreement**, even if it is signed on a different date. It will continue for a period of _____ months and will end on _____ (the initial period). The duration of this **agreement** is subject to clause 15 of these terms and conditions (listed under section 6 of this form).
- 2.2. At the end of the initial period, this **agreement** will extend indefinitely on the **terms** set out in this **agreement**, except that either **party** may end this **agreement** for convenience if they give 30 days' written notice to the other **party**.

3. FEES AND COMMERCIAL TERMS

The **employer** will pay **Auto & General** the **fees** set out in Annexure A.

4. PAYMENT TERMS

Unless otherwise stated in this **agreement** or in Annexure A to these terms and conditions (listed under section 6 of this form), the **employer** will pay any payments due in terms of this **agreement** as far as possible to **Discovery Health** according to the billing structure **Discovery Health** has created for the **employer**. The payment must also match an original tax invoice from **Discovery Health**, prepared in terms of section 20 of the Value-added Tax Act 89 of 1991, for the **services** supplied. All amounts to be paid in terms of this **agreement** include **VAT** charged at the prescribed rate, unless expressly stated otherwise.

5. DISCOVERY HEALTH OBLIGATIONS

- 5.1. For the duration of this **agreement**, **Discovery Health** will meet its obligations, diligently and with reasonable care and skill, in terms of its outsourced product agreement with **Auto & General**. **Discovery Health** will follow the terms set out in this agreement, including all its annexures. This is in support of the **indemnity** given by **Auto & General** to the **employer** or **employees** for all **claims** submitted for providing the **services**.

- 5.2. The **indemnity** is limited to the **services** provided by the recognised **suppliers** and **authorised subcontractors**. **Discovery Health**, on behalf of **Auto & General**, will pay the **claims** of **suppliers** and **authorised subcontractors** directly, based on the contracts they have with **Discovery Health**. This fulfils the **indemnity** defined in this **agreement**.
- 5.3. For the duration of this **agreement**, **Discovery Health** will give the time, attention and abilities reasonably needed to carry out its duties, obligations and commitments under this agreement. It is noted that the arrangement between **Discovery Health** and the **employer** is not exclusive and does not represent the sole business activity of **Discovery Health**.
- 5.4. **Auto & General** may review and update the **Flexicare** terms, **services** and benefits each year. **Discovery Health** will give the **employer** the updated **Flexicare** terms, **services** and benefits in line with clause 22.4.
- 6. SUBCONTRACTING AND DELEGATING SERVICES**
- 6.1. **Discovery Health** may subcontract and appoint **suppliers** to help deliver the **services** to the **employer**. **Discovery Health** will tell the **employer** in writing and within a reasonable time when it appoints any **authorised subcontractor**.
- 6.2. **Discovery Health** will be primarily responsible for making sure that the **supplier** network is acceptable and that the **services** are provided by **suppliers** within that network. **Discovery Health** will not avoid responsibility for breaches, actions or omissions by its **authorised subcontractors**.
- 7. UNDERTAKINGS BY THE PARTIES**
- 7.1. The **employer** undertakes that it will:
- 7.1.1. Give **Discovery Health** an electronic file for all qualifying **employees** (**employees** earning R3,000 to R6,000 qualify for Flexicare Core and **employees** earning R6,001 to R8,000 qualify for **Flexicare Plus**), including new **employees** and their dependants, on or before the 10th day of each month.
- 7.1.2. Give its **employees** a copy of the relevant **services** and benefit brochure when they join, and every year after that, as may be updated by **Auto & General** in terms of clause 5.4.
- 7.1.3. Manage its **employees** and their dependants and update **Discovery Health** each month about its **employee** base
- 7.1.4. Pay **Discovery Health** the monthly **Fee** for the **indemnity** for each **employee**.
- 7.1.5. Let its appointed medical aid broker, if one has been appointed, receive and give comprehensive **employee** training on the offering and make marketing material available to the **employees** on site. The **employer** will also help **employees** with queries about the offering and the **services**.
- 7.1.6. Give **Discovery Health** one month's written notice if a **employee** decides to end their **Flexicare** cover.
- 7.1.7. Set up payment arrangement terms with **employees** where delivery of extra services has been agreed to in terms of this **agreement**. The **employer** also agrees that **Discovery Health** will not administer payment arrangements for extra services for **employers** at any time for the duration of this **agreement**.
- 7.1.8. Get written permission, if **Discovery Health** asks for it, from the **employee** confirming that they consent to the **employer** acting on their behalf and that the **employer** can consent on behalf of the **employee** as required in terms of this **agreement**.
- 7.2. **Discovery Health** undertakes that it will:
- 7.2.1. Make sure that the **services** are provided according to industry best practice and in terms of the **applicable laws** and professional body rules and guidelines governing and regulating its obligations under this **agreement**.
- 7.2.2. Maintain in its name all necessary authorisations, consents, licences, accreditations and approvals of any relevant governmental or regulatory authority or self-regulating organisation in the Republic of South Africa so that it can procure the **services** by **suppliers**. It will not be involved in any unethical business practices. It will comply with standard business practices. For the duration of this **agreement**, **Discovery Health** will comply with all the **applicable laws** in providing the **Flexicare product** or the **services** and any other aspect of this **agreement**. The **services** will be provided by the **suppliers** and not directly by **Discovery Health**. **Discovery Health** and **Auto & General** indemnify the **employer** for the **claims** by the **suppliers**.
- 8. WARRANTIES**
- 8.1. It has full capacity and authority to enter into and meet its obligations under this **agreement**. Each **party** warrants and represents that, at the **start date of agreement**:
- 8.2. This **agreement** is signed by an authorised **representative** of that **party**.
- 8.3. There are no legal actions, proceedings or regulatory investigations pending or, to that **party's** knowledge, expected against or involving that **party** before any court, administrative body or arbitration tribunal that could affect its ability to meet its obligations under this **agreement**. If such a situation arises, the affected **party** will tell the other **party** in writing within seven days.
- 9. MANAGEMENT OF AGREEMENT**
- The **parties** agree to cooperate with each other to manage all aspects of this arrangement, including the administrative and communication aspects. This arrangement is concluded in a spirit of good faith.
- 10. SECRECY AND CONFIDENTIALITY**
- 10.1. Confidentiality obligation**
- The receiving party will not use, share, disclose or exploit the disclosing party's confidential information in any way, except as permitted in terms of this agreement. This applies during this agreement and after it ends.
- The receiving party will also not disclose the contents of this agreement unless required to perform its obligations or unless agreed otherwise in writing.
- 10.2. Permitted disclosure**
- Confidential information may only be disclosed:
- 10.2.1. If required by law or legal process, and only to the extent necessary (including where information must be retained by law, specifically in terms of the Short-Term Insurance Act which requires that all policy-related information must be kept for a period of five years post the policy).
- 10.2.2. For due diligence or stock exchange (prospectus or listing) requirements.
- 10.2.3. To officers, employees or professional advisers who are bound by similar confidentiality obligations as contained herein.
- 10.2.4. If disclosure is necessary to their officers, employees or professional advisers, as long as they are bound to similar undertakings and obligations. The **party** must make efforts to make sure that they comply.
- 10.3. Protection measures**
- The parties undertake to:
- 10.3.1. Use confidential information only for purposes of this agreement

- 10.3.2. Secure its integrity and confidentiality by taking appropriate, reasonable, technical and organisational measures to prevent damage, loss, destruction and unlawful access to confidential information
- 10.3.3. Use secure email when communicating by email
- 10.3.4. Notify each other of any unauthorised disclosure and assist to mitigate it
- 10.3.5. Ensure employees and representatives are bound by similar confidentiality obligations
- 10.4. **Return or destruction**
On request, the receiving party will return or destroy all confidential information within 10 business days and confirm this in writing, unless retention is required by law
- 10.5. **Exclusions**
These obligations do not apply to information that:
 - 10.5.1. Is publicly available (other than through a breach)
 - 10.5.2. These undertakings given by the **parties** will not apply to or exclude any information that:
 - 10.5.3. Is confirmed in writing as non-confidential
 - 10.5.4. Is independently developed without access
 - 10.5.5. Was already known and recorded before this agreement
- 10.6. **General**
 - 10.6.1. Information is not excluded from confidentiality just because it is part of more general information in the public domain or because the receiving party already has it. A combination of features is only excluded if the full combination and how it works are publicly known or are already in the receiving party's possession.
 - 10.6.2. The parties undertake to keep all details about the terms of this agreement confidential unless they agree otherwise in writing.
 - 10.6.3. The parties will make sure that all employees and representatives of the parties involved in this agreement will sign a similar confidentiality undertaking, which will be made available on request.
 - 10.6.4. This clause will apply after this agreement ends.
11. **COPYRIGHT AND INTELLECTUAL PROPERTY**
Nothing in this **agreement** will affect the ownership of any **intellectual property rights** owned or controlled by a **party** before the **start date of agreement**. Neither **party** gives the other any right or licence under any of its **intellectual property rights**, except what is written in this **agreement** or any subsequent ancillary **intellectual property** agreement.
12. **LIMITATION OF LIABILITY**
 - 12.1. Each **party** will be liable for and hold the other **party** harmless for any losses caused by:
 - 12.1.1. The negligence of the responsible **party**, its **representatives** or agents in providing **services**, and any failure by that **party** or its directors, employees, **representatives** or agents to properly meet its obligations in terms of this **agreement**
 - 12.1.2. Fraud or other deliberate default by that **party** or its directors, employees, **representatives** or agents.
 - 12.2. Despite the above, neither **party** will be liable to the other for indirect or consequential damages (including loss of profits, customers, goodwill or reputation) caused to the other **party**, unless the damages result from deliberate, negligent or fraudulent act or omission by that **party**, its employees, agents or **representatives**. This applies whether the damage is direct or indirect.
13. **FORCE MAJEURE**
 - 13.1. Following any interrupting circumstances or force majeure, the non-performing **party** will:
 - 13.1.1. Tell the other **party** as soon as reasonably possible
 - 13.1.2. Be excused from meeting the obligations that are affected, for as long as the circumstances last, and will do its best to start meeting the obligations as soon as possible
 - 13.1.3. Cooperate with the other **party** in putting in place the contingency measures it reasonably needs.
 - 13.2. Either **party** may end this **agreement** by written notice if the force majeure or interrupting circumstance continues for longer than 120 days.
 - 13.3. For the purpose of this **agreement**, force majeure means an act of God, war or civil disturbance, court order, any delay in any performance due from the other **party** or any other circumstance beyond its reasonable control, including, without limitation, failures and fluctuations in electrical power or communication.
14. **BREACH**
 - 14.1. 16.1If a **party** (the defaulting party) is in breach of any **term** of this **agreement** and cannot resolve the breach within 14 days of receiving a written notice from the other **party** (the aggrieved party), the aggrieved party can, without prejudice to any other rights at law, including the right to claim damages:
 - 14.1.1. Cancel this **agreement**
 - 14.1.2. Claim specific performance.
 - 14.2. The **parties** will be liable under common law and any relevant legislation for their negligent and deliberate acts or omissions and those of their employees.
15. **TERMINATION**
 - 15.1. During the initial period, either **party** (the aggrieved party) may end this **agreement** by giving written notice to the other **party** (the defaulting party) if the defaulting **party** is in breach of any of its obligations under this **agreement** and has not resolved that breach within 14 days after receiving a written request from the aggrieved party to do so. However, in the case of non-payment by the **employer**:
 - 15.1.1. The written notice to the **employer** must specify that the premiums must be paid or else this **agreement** will be cancelled.
 - 15.1.2. The **employer** must have failed to make premium payments of the amounts within 60 days of receiving the written notice.
 - 15.2. Either **party** will tell the other within five business days if it finds out it has:
 - 15.2.1. Had a judgment granted against it that affects its ability to meet its payment obligations in terms of this **agreement**
 - 15.2.2. Been placed in liquidation or under judicial management, whether provisionally or finally and whether voluntarily or compulsorily
 - 15.2.3. Been placed under business rescue, whether voluntarily or by order of court
 - 15.2.4. Compromised or attempted to compromise generally with its creditors.

- 15.3. This **agreement** will also end if the agreement between **Discovery Health** and **Auto & General**, in terms of which **Discovery Health** is authorised to market, sell and administer the **Flexicare product**, ends for any reason.
- 15.4. After the initial period, each **party** has the right to end this **agreement** at any time by giving 30 days' written notice to the other **party**. If there is a breach after the initial period, clause 16.1 will apply.
- 15.5. When this **agreement** ends for any reason, each **party's** rights and obligations under it will also end, except for those that have already arisen while the **agreement** was in effect.

16. DISPUTE RESOLUTION

- 16.1. Except for **terms** of this **agreement** that provide their own remedies and are not suited to mediation or arbitration, the **parties** will try to resolve a dispute by negotiation. This applies to disputes related to:
- 16.1.1. The creation or existence of this **agreement**
 - 16.1.2. The implementation of this **agreement**
 - 16.1.3. The interpretation or application of this **agreement**
 - 16.1.4. The **parties'** rights and obligations in terms of this **agreement**
 - 16.1.5. The validity, enforceability, correction, termination or cancellation of this **agreement**, in whole or in part
 - 16.1.6. Any documents provided under this **agreement**
 - 16.1.7. Any matter affecting the interests of the **parties** in terms of this **agreement**
 - 16.1.8. Any fees or costs due or to be adjusted in terms of this **agreement**.
- 16.2. If the **parties** are unable to resolve the dispute among themselves through negotiation, they must refer the dispute to their respective chief executive officers or their delegates, within 10 days of the dispute remaining unresolved.
- 16.3. If the referral to the chief executive officers or their delegates does not resolve the dispute, or if it does not take place, either **party** may refer the dispute to mediation by giving written notice to the other **party** within 10 days of the failed referral or outcome.
- 16.4. If the **parties** cannot agree on a mediator, then any **party** may ask the Arbitration Foundation of Southern Africa (AFSA) to give each **party** a list of potential mediators. The **parties** will then have five business days to agree on a mediator. If they cannot agree, the chairperson of the AFSA will appoint a suitable mediator.
- 16.5. If the dispute is not resolved through mediation within 30 days of the notice (or within a longer period agreed in writing) for any reason, including lack of cooperation between the **parties**, either **party** may refer the dispute to arbitration.
- 16.6. Arbitration must be held with only:
- 16.6.1. The **parties** to the dispute
 - 16.6.2. Their **representatives**.
- If needed, witnesses can be called by one or both **parties** to testify at the hearing, which will be held in Sandton in Gauteng.
- 16.7. The **parties** intend for the arbitration to be held and completed within 20 days after it is requested, if possible, or within a longer period if the **parties** agree in writing. The **parties** must do everything possible to have the arbitration completed quickly.
- 16.8. The arbitration will follow the arbitration legislation that applies at the time in the Republic of South Africa.
- 16.9. The parties agree to appoint an independent arbitrator. If the **parties** cannot agree on a nominated arbitrator, or if either **party** asks for it, the **parties** agree that within 5 days after the arbitration is requested, the arbitrator will be nominated by an independent person or by the chairperson of the Arbitration Foundation of South Africa (AFSA).
- 16.10. The arbitrator's decision will be final and binding on the **parties**.
- 16.11. The arbitrator must give their decision in writing and explain the reasons for it.
- 16.12. Any **party** involved in the dispute may apply to court to make the arbitrators' decision an order of court.
- 16.13. This clause:
- 16.13.1. Is a binding agreement by the **parties** to follow the process in this clause. No **party** may withdraw from the process or claim that they are not bound by this clause.
 - 16.13.2. Can be separated from the rest of this agreement and will still apply even if this **agreement** ends or becomes invalid for any reason.
 - 16.13.3. Does not prevent either **party** from instituting proceedings in a court of competent jurisdiction for appropriate relief if the **agreement** is breached.
- 16.14. For any court proceedings mentioned in this **agreement**, the parties agree to the exclusive jurisdiction of the South Gauteng Division of the High Court of South Africa.
- 16.15. The parties must keep the evidence in the arbitration and any decision made by the arbitrator confidential unless this **agreement** says otherwise

17. MARKETING

The parties will not publish any material containing each other's logo or any other trademark owned by them for the purposes of marketing the benefits of this agreement, or for any other purposes, without first getting written permission from the other party to use the content. The permission must not be unreasonably withheld. Any material that mentions Auto & General may also not be published without first getting written permission from Auto & General. That permission must not be unreasonably withheld.

18. AUDIT

Either party may, for good reason, do an audit of the other party's compliance with any part of this agreement. This will be at its own expense and can happen at any time with reasonable notice for the duration of this agreement and for six months after the agreement ends. The party may appoint anyone it chooses to do the audit, together with the other party's internal auditors

19. REPRESENTATION

- 19.1. Each **party** will appoint a **representative** to act as their contact person for communicating with the other **party** in terms of this **agreement** (the party representative). These party representatives will liaise on any contract and advertising-related issues and communication between the **parties**. Other people involved in the **services** or acting as representatives of the **parties** must be approved by the party representatives.

19.2.1. For **Discovery Health**:

Name	Adrian Fransch
Designation	Service Executive: New Markets
Telephone	011 529 3729
Email	flexicare@discovery.co.za

19.2.2. For the **employer**:

Name	
Designation	
Telephone	
Email	

19.3. If any **party** wants to appoint a new person as its party representative, or if the contact details of its party representative change, that **party** must give the other **party** immediate written notice.

20. DOMICILIUM CITANDI ET EXECUTANDI

20.1. The **parties** choose as their domicilia citandi et executandi their respective addresses set out in this clause for anything related to this **agreement**, including notices about breach or termination.

20.2. For the purposes of this **agreement**, the **parties'** respective addresses will be:

20.2.1. For **Discovery Health**:

Street address: 1 Discovery Place, Sandton 2196

Email: flexicare@discovery.co.za

Marked for the attention of: Adrian Fransch

20.2.2. For the **employer**:

Street address	
Email	
Marked for the attention of	

20.3. Any notice given in terms of this **agreement** must be in writing and:

20.3.1. If delivered by hand and received by the party representative or any competent office of the **party**, will be considered to have been received by the addressee on the next business day

20.3.2. If sent by email to the email address listed in clause 22.2.2, will be considered to have been received on the next business day, unless proven otherwise.

20.4. The **employer** agrees that any mid-year policy schedule changes or any annual review and update of the **Flexicare** terms, services and benefits will be sent in writing to the **employer** or the **employee**, to the physical address or the email address listed in clause 22.2.2.

21. APPLICABLE LAW AND JURISDICTION

21.1. All matters relating to this **agreement**, including its interpretation, validity, existence or termination for any reason, will be governed by the laws of the Republic of South Africa.

21.2. The court that has jurisdiction to enforce any decision made under this clause will be the appropriate division of the High Court of South Africa that has jurisdiction over the **party** against whom the decision is being enforced.

If at any time after the **start date of agreement** or the date this **agreement** is signed, any legislation, rulings or regulations applying to this **agreement** come into effect (a Change in Law), the **parties** will change, amend or alter any **terms** of this **agreement** to comply with it. They must do so as soon as possible but not later than the date the Change in Law starts.

22. GENERAL

22.1. Cession and Assignments

22.1.1. Neither party may cede or assign any of its rights or obligations in terms of this agreement to any third party without the other party's written permission. The permission may not be unreasonably withheld.

22.1.2. Clause 22.1.1 will not apply if there is a change in control of the employer or any of its divisions or subsidiaries, whether through a sale of assets, business or otherwise as a result of any internal corporate restructure of the employer.

22.1.3. If an event described in clause 22.1.2 occurs, the affected party must notify the other party within 30 days.

22.1.4. Nature of Agreement

22.1.4.1. The parties to this agreement are independent contractors.

22.1.5. Despite anything else in this **agreement**, the **parties** acknowledge that they have no authority to represent the other in any capacity. In particular, neither **party** may enter into any contract or sign any document on behalf of the other.

22.2. Severability

If any **term** of this **agreement** is found to be illegal, invalid or unenforceable under present or future laws during the **agreement**, that **term** will not affect, impair or invalidate the rest of the **agreement**. The remaining **terms** will stay in full effect, be fully severable and ineffective by such severance, as long as the invalid **terms** are not essential to the purpose and operation of this **agreement**.

22.3. Non-Relaxation

If either **party** gives the other extra time or other flexibility for meeting any obligations, this will not be seen as consent by that **party** or as a waiver of rights or a notation of the obligation. The same goes for enforcing any rights in terms of this **agreement** and any single or partial exercise of any right by any **party**. It will not affect any of that **party's** rights in terms of this **agreement**. The **party** may insist at any time, without notice, on strict compliance with every **term** of this **agreement**.

22.4. Variation

No additions, validations, cancellations or notations to this **agreement** and no waiver of rights arising from this **agreement** or its breach and termination will be valid unless they are in writing and signed by both **parties** or their authorised **representatives**.

22.5. Surviving Provisions

Clauses 13, 14, 15, 20, 21, 23 and 27 will continue to apply after this **agreement** has stopped and will be binding on the **parties**.

22.5.1. Whole Agreement

This **agreement** is the whole agreement between the **parties** on this subject. No other agreements, representations or warranties between the **parties**, other than those included in this **agreement**, are binding on the **parties**.

For Discovery Health (Pty) Ltd

Duly authorised:

Name:

Designation:

As witnesses:

1.

2.

Signed at

on

D	D	M	M	Y	Y	Y	Y
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For the Employer

Duly authorised:

Name:

Designation:

As witnesses:

1.

2.

Signed at

on

D	D	M	M	Y	Y	Y	Y
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Annexure A: Services and fees

Despite what is written in this agreement, the indemnity will be limited to the services that are set out below to be provided by the suppliers. This is in terms of the applicable product rules of Flexicare that are in the Flexicare guide. Each employee and employer should read and understand what is stated in the Flexicare guide.

1. Selection option of groups take-up:

Please confirm your group take-up option for company at the rates provided below.

Take-up basis

Voluntary

☐

Compulsory

☐

Flexicare option

Flexicare Core

☐

Flexicare Plus

☐

Emergency Cover Option:

Employees cannot be on multiple Discovery Emergency Cover options. Only one selection is allowed.

Emergency Cover Core R400,000

☐

Emergency Cover Core R1,000,000

☐

Emergency Cover Plus R 400 000

☐

Emergency Cover Plus R 1 million

☐

Emergency Cover Max R 400 000

☐

Emergency Cover Max R 1 million

☐

Funeral Benefit

Yes

☐

No

☐

2. Details of the Flexicare services to be provided to the employer by Auto & General and administered by Discovery Health

2.1. Monthly contract price and premium information

Monthly contract price: Flexicare		
	Plan	
	Flexicare Core	Flexicare Plus
Employee		
Spouse		
Adult dependant		
Child dependant under the age of 21 years		

- 2.1.1. Discovery Health will charge child dependants who turn 21 adult rates from the month after their birthday.
- 2.1.2. Discovery Health may apply a premium review on 01 January every year in accordance with the Consumer Price Index.
- 2.1.3. In addition to the above, Discovery Health may, acting reasonably and in accordance with the underwriting guidelines and principles applied according to its mandate from Auto & General, adjust the premium and/or price based on claims experience by the Employer.
- 2.1.4. Discovery Health will give the Employer 31 days' written notice of any premium changes or adjustments to this effect.
- 2.1.5. The Employer will be afforded an opportunity of 30 days to review and/or consult with Discovery Health or request reasons relating to any such premium changes, or provide 30 days' written notice if they wish to end this agreement due to a premium change.

2.2. Healthcare services

For more information about benefits, please read the [Flexicare employer brochure](#).

3. Details of the optional Discovery Emergency Cover provided by Discovery Insure

3.1. Monthly contract price and premium information

Monthly contract price: Emergency Cover			
	Employee	Adult	Child
Emergency Cover Core R400,000			
Emergency Cover Core R1,000,000			
Emergency Cover Plus R400,000			
Emergency Cover Plus R1,000,000			
Emergency Cover Max R400,000			
Emergency Cover Max R1,000,000			

For more information about benefits, please read the [Discovery Emergency Cover brochure](#).

- 3.1.1. Discovery Health will charge child dependants who turn 21 adult rates from the month after their birthday.
- 3.1.2. Discovery Health may apply a premium review on 01 January every year in accordance with the Consumer Price Index.
- 3.1.3. In addition to the above, Discovery Health may, acting reasonably and in accordance with the underwriting guidelines and principles applied according to its mandate from Discovery Insure, adjust the premium and/or price based on claims experience by the Employer.
- 3.1.4. Discovery Health will give the Employer 31 days' written notice of any premium changes or adjustments to this effect.
- 3.1.5. The Employer will be afforded an opportunity of 30 days to review and/or consult with Discovery Health or request reasons relating to any such premium changes, or provide 30 days' written notice if they wish to end this agreement due to a premium change.

4. Details of the optional Funeral Benefit provided by Discovery Group Life

4.1. Summary of monthly costs for the family Funeral Benefit:

Description	Premium
Main member only (single-entity policy)	R8.00
Main member with dependants (family policy)	R14.00

- 4.2. Discovery Group Life may change the price in specific circumstances by giving the employer written notice. They review the price yearly. However, from time to time there may be presently unknown circumstances that require a special review of the premium.
- 4.3. Discovery Group Life will give 31 days' notice of premium changes. The employer can give Discovery Group Life 30 days' written notice if they want to end this agreement due to this premium change.

4.4. Benefit details

The following benefit amounts will be paid when there is a Funeral Benefit for the applicable family member:

Relationship	Benefit amount
Main member aged from 16 to 64	R5,000
Spouse aged from 16 to 64	R5,000
Child aged from 15 to 20	R5,000
Child aged from 6 to 14	R2,500
Child aged from 0 to 5	R1,250
Stillborn (death of foetus after 26 weeks)	R625

4.5. Cover ends automatically at age 70 or as specified in the Group Risk Life Plan Guide.

4.6. Member benefit schedules

In terms of the Policyholder Protection Rules under the Long-term Insurance Act 52 of 1998, Discovery Group Risk must give employees policy information directly or it must support the policyholder (employer) in giving this information to its employees. Please complete our *Shared Responsibilities* document if you would like us to help you with this member communication.

5. Details of the added benefits provided by Discovery Health to the employer

Benefit	Who the benefit is available to	Description of the benefit
Discovery Wellness Experience	Employers with a minimum of 30 employees per employer site	• A holistic set of wellness screenings • A one-on-one consultation with a wellness consultant • A lifestyle and wellness assessment
Employee support	Employees who belong to compulsory employers and voluntary employers with over 250 employees	• Financial wellbeing and legal support, offered through Healthy Company, Discovery's employee-assistance programme • Access to a Discovery Prepaid Health voucher worth R180

Important: Prepaid Health vouchers are only available on Flexicare Plus

Annexure B

Service-level agreement

Integrated billing	Discovery Health will offer a single platform to integrate the billing for the employer where the employer has other Discovery products.
Provision of training	Discovery Health will give the employer the necessary training to help the employer train their employees in how to access their benefits.
Integrated healthcare usage reports	Discovery Health will give the employer yearly usage reporting and reconciliation on the health and wellness of their employees.
Communication and marketing material	Discovery Health will give the employer marketing material to assist the employer in communicating the available services to employees.

7. Our Privacy Statement

When you engage with Discovery Health, you are entrusting us with your personal information. We are committed to protecting your right to privacy and keeping your information safe. Our Privacy Statement tells you how we collect, use and share your personal information, including personal information about your spouse, employees, dependants, beneficiaries and lives assured, where applicable. You can view and read our Privacy Statement on our [website](#) or follow this path: www.discovery.co.za and scroll to the bottom of the screen. Under 'ABOUT US' click on the **Privacy** link.

The parties agree that, to provide the services, Discovery Health will collect, use, share and process the employer's and employees' personal information and employee data. This personal information will be processed in line with the relevant data protection legislation and Discovery Group's Privacy, as set out above.

By signing this application form and its annexures, you confirm that you, as the employer: have read and agreed to the Discovery SA Privacy Statement, and, will make the Discovery Group's Privacy Statement available to its employees when they join the Flexicare product, and will continue to do so.

8. Signature

You warrant that you are the organisation's contact person listed in section 2 and you are duly authorised to sign this Information Form on behalf of the Employer and that all information stated on this Information Form is true, correct and complete.

Signed at (town or city) on

D	D	M	M	Y	Y	Y	Y
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Signature

Please only sign if information is true, complete and correct.

Designation