

HealthSaver account: Terms and conditions

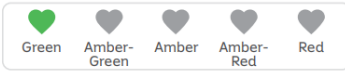

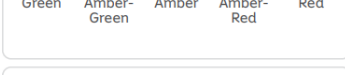
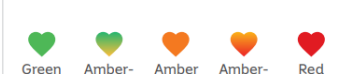
1. The account holder is the member of the Momentum Medical Scheme (“the scheme”).
2. Momentum has been appointed as an agent on behalf of the account holder and shall be responsible for administration of the HealthSaver and for all administrative matters pertaining thereto, including but not limited to all interaction and communication with both account holders and beneficiaries.
3. Momentum shall collect all amounts to be invested in the HealthSaver, which shall be paid either by debit order or in terms of an instruction to the account holder's employer to deduct such amount from the account holder's remuneration, and to pay the same to Momentum on the account holder's behalf. Momentum shall pay all monies collected from the account holders, less any amounts that Momentum is entitled to deduct in terms of this contract, into an account held with a registered South African bank, in line with the provisions in the Protection of Funds Act, 2001.
4. Momentum shall be entitled, at its sole discretion, to decline an account holder's application for the HealthSaver.
5. An annual administration fee of R40 applies.
6. In terms of the Financial Intelligence Centre Act (FICA), Momentum is required to perform FICA verification on all members applying for HealthSaver as well as existing account holders.
7. FICA verification must be successful in order to activate the HealthSaver account. In the event that a member cannot provide the required FICA information, the HealthSaver product will not be available to such member.
8. FICA requires that an accountable institution must, in accordance with its Risk Management and Compliance Programme, conduct ongoing due diligence in respect of a business relationship which includes monitoring of transactions undertaken throughout the course of the relationship.
9. The information Momentum requires for FICA verification is as follows:
 - Identity or passport number for the account holder. If a passport number is provided, Momentum will also require a copy of the passport and the country of origin;
 - Identity or passport number for the contribution payer if different to the account holder. If a passport number is provided, Momentum will also require a copy of the passport and the country of origin;
 - Company name and registration number if a company is the contribution payer (only required where a company application form has not been completed and submitted previously);
 - If the contribution is paid by a trust by virtue of a testamentary disposition, by virtue of a court order, in respect of persons under curatorship, or by the trustees of a retirement fund in respect of benefits payable to the beneficiaries of that retirement fund, Momentum requires a copy of the trust deed for local trusts, or a letter of authority or other official document from a competent trust registering authority in the foreign jurisdiction for foreign trusts. For all other trusts Momentum requires the name and identity or passport number for each trustee. If a passport number is provided, we will also require a copy of the passport and the country of origin.



10. A further requirement for FICA is that the account holder must specify the source of funds for payment of the contributions, ie income (salary, commission and rentals), dividends interest and dividend income, pension or provident fund, retirement annuity and annuity or other – account holder to specify.
11. Each account holder shall determine the monthly amount that he or she wishes to invest in the HealthSaver and a minimum monthly investment of R100 per account holder (or such other amount as Momentum may determine in its sole discretion from time to time) shall apply if the contribution is paid by means of a debit order. Account holders shall be entitled to make adjustments to their monthly investment amounts and shall be permitted to make ad hoc payments into their HealthSaver accounts, according to the rules that Momentum sets from time to time regarding such payments.
12. Funds invested in the HealthSaver for an account holder shall be utilised for the authorised medical expenses of that account holder and/or his or her dependants. If the account holder has a HealthSaver Card, this allows payments from HealthSaver for non-medical expenses, such as purchases from pharmacies and veterinarians, subject to the terms and conditions of use of the HealthSaver Card. The account holder may also deposit monies into the HealthSaver by making EFT payments from his/her personal bank account. No maximum applies to the amount that may be transferred, however, all deposits of R50 000 and more are subject to Anti Money Laundering (AML) audits.
13. Where an employer subsidises contributions towards the HealthSaver, the employer may impose restrictions on usage of the HealthSaver funds for their employees and their dependants where non-medical transactions are permitted via the HealthSaver Card.
14. If an account holder has a HealthSaver Card, the HealthSaver account will be debited with the amount of the transaction at any medical merchant and all card fees related to the card. Please [click here](#) to refer to the full terms and conditions of use of the HealthSaver Card.
15. Account holders and dependants shall access funds in their HealthSaver accounts for medical expenses by following the claim process applicable to Momentum Medical Scheme.
16. If an account holder has paid a medical provider of service using the HealthSaver Card and retrospectively requires that this be considered for payment from scheme benefits, the proof of payment with a valid claim must be submitted via the scheme's claims process.
17. Account holders dedicate the HealthSaver account as the designated account for all monies that are to be refunded by the scheme where a medical service provider was paid from the HealthSaver account for a scheme approved benefit.
18. The penalties applicable to credit is subject to discretionary changes due to the fluctuations in the prime lending rate.



19. HealthSaver rewards earned on positive balances will be linked to the account holder's Healthy Heart Score and fitness assessment results. The following HealthSaver reward rates are applied to positive balances (excluding HealthReturns Booster and credit):

Healthy Heart Score	Fitness assessment	Effective annual HealthSaver rewards on positive balances
	Level 5	10%
	Level 4+	5%
	Level 3+	2%
	Level 2+	1%
	Level 1+	0%

20. HealthSaver rewards will only be available to members who contribute to the HealthSaver account. This contribution can be for the repayment of credit or to increase the positive balance in the HealthSaver account (through regular monthly contributions or ad hoc contributions).
21. The absolute amount of monthly HealthSaver rewards that can be earned will be capped at the level of the monthly contribution made by the contribution payer.
22. If there are any retrospective adjustments to a member's fitness assessment level or Healthy Heart Score the HealthSaver rewards calculation will not be redone.
23. The HealthSaver rewards rate will be calculated each month using the prior month's data with respect to Healthy Heart Scores and fitness assessment levels.
24. Account holders shall be issued with tax certificates (IT3(b)) in respect of their HealthSaver account, if applicable.
25. Momentum shall, in respect of an account holder, be entitled to withdraw funds from that account holder's HealthSaver as and when required in order to:
- pay registered healthcare providers on the account holder's behalf, or
 - pay approved merchants on the account holder's behalf via the HealthSaver Card, or
 - refund the account holder for authorised medical expenses that the account holder or dependant has settled directly with registered healthcare providers.
26. If an account holder, for any reason, discontinues payments to the HealthSaver, the accumulated savings and HealthSaver rewards remaining in the HealthSaver after deductions, shall be used to settle authorised medical expenses that the account holder and/or dependant(s) incur(s) from time to time.
27. Account holders may cancel their HealthSaver at any time by giving Momentum one calendar month's written notice to this effect. Any positive HealthSaver balances are refunded to the account holder after four months from the date of cancellation (excluding HealthReturns).



28. HealthSaver Cards linked to the HealthSaver account will also automatically be cancelled.
29. An account holder's HealthSaver will automatically terminate if the account holder's membership of the scheme terminates for any reason. Cancelled HealthSaver accounts with unclaimed positive balances will attract a monthly administration fee from the fourth month after termination. The fee will be commensurate with the cost of maintaining the dormant account.

Terms and conditions applicable to granting of credit

30. Where Momentum has lent money to an account holder in terms of the Loan Agreement, Momentum shall be entitled to access funds held for that account holder in the HealthSaver to settle any amount(s) owed in terms of such loan(s), together with any fees and charges incidental thereto, and shall further be entitled to apply all future contributions collected for the account holder's HealthSaver to settle amounts owed by the account holder in terms of such loan(s). Momentum shall be under no obligation to allocate any monies collected from an account holder for the HealthSaver to that account holder's HealthSaver until that account holder's liability to Momentum has been settled in full.
31. If an account holder's HealthSaver terminates for any reason, funds held on the account holder's behalf shall be applied to settle any liability that the account holder has towards Momentum. The balance remaining thereafter, if any, shall be used to pay for claims received in respect of services delivered before the cancellation date, up to four calendar months after the cancellation date. Any remaining funds will thereafter be paid to the account holder (excluding HealthReturns).
32. Monies advanced to an account holder in terms of the loan shall be used for authorised medical expenses and/or non-medical expenses if the account holder has a HealthSaver Card, and shall be advanced as and when required when the account holder follows the claim process as applicable. Subject to the terms and conditions of use of the HealthSaver Card.
33. Momentum shall apply any credit checks it considers reasonable at any time before or after granting the loan. Without limiting the generality of the foregoing, Momentum shall be entitled to:
 - a. make enquiries about an account holder's credit record with any credit reference agency and any other party to confirm any details furnished to Momentum;
 - b. provide regular updates regarding an account holder's conduct in relation to this loan to the credit reference agencies and allow the credit reference agencies to in turn make the record and details available to other credit grantors; and/or
 - c. list the details of account holders who default on their repayment obligations in terms of this loan with any credit reference agency.
34. All credit granted to an account holder in terms of this agreement shall be immediately suspended and the full outstanding balance owed by that account holder to Momentum in terms of this loan agreement shall become immediately due and payable if that account holder:
 - a. ceases to be a member of the scheme for any reason whatsoever;
 - b. fails to make payment of any amount that he or she has agreed to pay to the HealthSaver within 30 days of such amount becoming due and payable; or
 - c. is subject to a provisional or final sequestration order in respect of his/her estate.
35. Due to National Credit Regulator requirements, account holders have to provide Momentum with confirmation to proceed with the HealthSaver credit advance. Momentum will offer account holders



who apply for credit (new applications or changes to existing HealthSaver credit), the opportunity to accept the credit terms before granting the HealthSaver credit. Account holders will receive communication prompting them to confirm acceptance of the credit terms. If Momentum does not receive the account holder's acceptance within the defined period, the account holder will not be able to use the HealthSaver credit facility.

- 36. Penalties shall be payable on the loan at a rate of prime plus 6.0% per annum. Penalties are charged from the date the credit advance is used until the amount is paid in full. HealthSaver rewards will accrue daily at the applicable HealthSaver rewards rate and will be compounded monthly in arrears. This rate may be adjusted from time to time to take into account any fluctuations in the prime rate.
- 37. Account holders can reduce the above mentioned credit penalties based on their Healthy Heart Score and fitness assessment level. The following discounts apply on the credit penalties charged:

Healthy Heart Score	Fitness assessment	Discount on credit penalties
	Level 5	100%
	Level 4+	50%
	Level 3+	15%
	Level 2+	5%
	Level 1+	0%

- 38. Account holders can request to repay any negative balances (inclusive of penalties) in addition to their regular contributions by informing Momentum in writing of the monthly amount that they would like to repay. Any negative balances not settled by the end of the calendar year, will automatically be offset from the following year's credit advance.
- 39. Momentum needs notice of the change in advance. It will be effective as of the 1st of the month, following the processing of this request. Loan repayment amounts will not affect the credit advanced to account holders.
- 40. A certificate issued by any manager or director of Momentum, whose appointment and designation need not be proved, as to the amount of an account holder's indebtedness to Momentum in terms of the loan shall be prima facie evidence of the amount of indebtedness shown in the certificate.
- 41. In the event of Momentum instituting any legal proceedings against an account holder to recover any amounts owed in terms of the loan, that account holder shall be liable to pay all Momentum's legal costs and other expenses incurred in relation to such proceedings on an attorney and own client scale, collection fees and tracing fees.
- 42. An account holder shall inform Momentum immediately in the event of being placed under an administration order, becoming insolvent or acquiring any other form of legal disability.



43. The account holder's net income will determine whether credit will be granted, subject to the National Credit Act.
44. The maximum credit that can be granted is R36 000.
45. Any ad hoc contributions and rebates will not affect the credit advanced.
46. Applications are subject to verification, processing and screening and Momentum may decline an application based on these checks. In addition, applications will be subject to continuous screening after acceptance when changes are requested, which may lead to the termination of an application or a reduction in the amount advanced.
47. Momentum may, upon the cancellation or termination of a HealthSaver product, offset any debt owing to the scheme, or any Momentum product, from funds available in the HealthSaver.
48. Momentum may, upon the cancellation or termination of the HealthSaver product, hand over unpaid accounts in respect of the HealthSaver for collection and listing on the credit bureaus.

Terms and conditions applicable to the Momentum HealthSaver Card

49. Ukheshe is the payment channel partner for the Momentum HealthSaver Card.
50. By applying for the Momentum HealthSaver Card, the account holder is deemed to have read and understood the terms and conditions for use of the card, which can be accessed by [clicking here](#), or by visiting Ukheshe.com, and consider themselves bound by these terms and conditions of use. If they do not agree with the terms and conditions, their application for the card cannot be processed.
51. Card fees are payable for the Momentum HealthSaver Card, which will be debited from the account holder's HealthSaver account. The fees are subject to change in January each year. The latest fees can be accessed via the HealthSaver page at momentum.co.za.
52. Momentum will verify the account holder's identity and residential address and they may decline to issue or activate a card if the account holder cannot give them satisfactory proof of their identity and residential address as per the FICA (Financial Intelligence Centre Act) requirements.
53. There must be funds available in the account holder's HealthSaver account for a transaction to be authorised.
54. The card can be used at medical service providers, stand-alone pharmacy front shops (such as Dis-Chem, Clicks and Link pharmacies) and veterinarians within the borders of South Africa.
55. The card cannot be used to withdraw cash at a bank, an ATM or a merchant, nor can it be used to pay in-store merchant accounts.
56. The account holder can cancel their card at any time by notifying Momentum in writing and they must then destroy the card by cutting through the magnetic strip and card numbers. The account holder understands that they will be legally responsible for any transactions if the card is not properly destroyed and is used by any unauthorised person.
57. Ukheshe and Momentum will treat all the account holder's personal information as private and confidential. The account holder agrees that Momentum may share their personal information with third-party service providers for the operation of this card.
58. All HealthSaver transactions using the HealthSaver Card will not reflect on the member's HealthSaver tax certificate. The account holder must keep these receipts for submission to SARS.



General

59. These terms and conditions are updated on an annual basis. Please refer to the latest terms and conditions at momentum.co.za.

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