

Topmed Medical Scheme Employer Contract



Topmed Medical Scheme
PO Box 2338, Durban 4000
Client Services 086 000 2158
Website: www.topmed.co.za

A Details of the employer

Please note: It is extremely important that the Employer be fully and properly described. Every question must be completed by the Employer and, if the question is not applicable, insert N/A

If Employer is a company or Close Corporation state:

Full registered name

Registration No

If above is not applicable please state if partnership/sole proprietor, pensioner or other:

Name or Trading name

Type of Business

Physical address

Postal address

Postal code

Telephone: Dial code Number

Telefax: Dial code Number

E-mail Address

Contact person

Has the Employer/Member previously belonged to Topmed? Yes No

If your answer is Yes, please state the previous group number/membership number:

Present Medical Aid Society

Group number

Expected termination date

Banking details:

Name of Bank

Branch

Name under which bank account operates

Account number

Type of account: Current Savings Transmission

Please note: This Contract must be accompanied by a completed ACB instruction form.

B Employee and pensioner details

Total number of Employees, including working Directors, Partners, etc.

Total number of Employees requiring medical aid cover

Total number of Pensioners requiring medical aid cover

C Options to be made available to members

Please indicate with an "X" the option required (and savings level where applicable).

Topmed 100%

Topmed Bophelo Network: Prime Cure

Topmed Incentive Comprehensive Option

Topmed 80%

Topmed Hospital Plan

Topmed Exec

Topmed Limited 100%

Topmed Incentive Savings Option

D Online Data Access

Would you like access to your information on the Topmed Website? Yes No

E-Mail Address

Preferred User Name

E Eligibility

Please note: This section should be completed with the assistance of a suitably qualified Member of Topmed's staff as it is essential that eligibility be fixed and that there be no doubt as to which Employees are regarded as being eligible Employees.

All eligible Employees are bound to apply for Membership to Topmed, as are eligible new Employees joining the Employer in the future. Selection is not permitted and, in the event of non-compliance, the Employer shall cause all Employees who are Members to forthwith resign their Membership of Topmed. Eligible employees currently subscribe to the following medical schemes:

- i)
- ii)
- iii)

We hereby confirm that their membership has been/will be terminated effective with a view to joining Topmed.

The Employer hereby declares the following categories of Employees to be eligible as aforesaid:

- Employees earning not less than R
- Administrative Employees
- Executive Employees
- Salaried Employees
- Other (Specify)

F Date of commencement

This Employer Contract shall commence on the 1st day of . All eligible Employees shall apply for Membership of Topmed with effect from the date of commencement and, where such Employees are accepted as Members, their Inception Date shall be the abovementioned date of commencement.

G Details of the intermediary

Brokerage name

Brokerage code

Broker name

Tel. No.

Signature _____

Date

H The rules

1. The Rules of Topmed as amended from time to time shall bind Topmed, the Employer and the Members.
2. The person signing the contract on behalf of or as the Employer acknowledges that he has been given a set of Rules and that he has read them prior to signing this Contract.
3. Subject to the provisions of the Scheme Rules all Employees shall become Members.
4. The Employer shall submit application forms in respect of all eligible Employees and prospective Dependents.
5. If the Employer does not pay the Contributions and any other amounts due to Topmed in respect of the Member's Group, the Membership of such Members shall be terminated.
6. The Scheme will send invoices monthly to the Employer for Contributions due by the Group and other amounts due to Topmed.
7. The Employer shall pay the amount due under such invoices in such a way as to reach Topmed's offices by no later than the 4th day of the month in which they were due.
8. If required by Topmed, the Employer shall make payment of Contributions and other amounts due to the Scheme by ACB, stop order or any form of electronic bank transfer which Topmed may reasonably require.
9. Topmed is not obliged to pay any Benefits where the Member is in breach of any of the Member's obligations in terms of the Rules and in particular where any Contribution or part thereof is in arrears.
10. The Employer is the agent of the Member and not of Topmed in dealings between an Employee and Topmed.
11. The Employer must notify Topmed within 30 days of any change of address and failure to notify will absolve Topmed from any liability should the Employer or Member's rights be prejudiced or forfeited.

I Further terms

1. The Employer warrants that the Employer has an arrangement in place, with every Member of the Group, that amounts due to Topmed shall be recouped by the Employer from such Member's income.
2. The Employer shall only be entitled to terminate the Group's Membership of Topmed consequent upon 3 calendar month's written notice of termination having been given to Topmed.
3. Notwithstanding anything to the contrary contained in the Rules, where the Employer gives late notification to Topmed of the termination of the Contract of Employment of any Employee, the Employer shall be liable to pay contributions and other amounts due to the Scheme payable in respect of such Employee up to the end of the month during which Topmed receives notification that such employment has terminated.
4. The Company shall deduct all amounts due to Topmed from the remuneration due to the Employee and shall be responsible for ensuring that the same is done in compliance with law. Likewise, the Company shall be responsible for arranging with the Company's pension and other schemes that all sums due to Topmed by the Employee upon the Employee's ceasing to be employed shall be paid by such pension or other scheme, direct to Topmed, particularly where the Employee continues as a Member of the Scheme after ceasing to be employed by the Company. As and when the Employee ceases to be a Member of Topmed, the Company shall pay all amounts due by the Employee to Topmed including but not necessarily limited to Contributions, amounts paid to Providers and amounts lent and advanced by Topmed to the Employee to assist the Employee in paying for Relevant Health Services.
5. Where the Group's Membership of Topmed is terminated, the Employer shall ensure that the Membership of all Pensioners is also terminated, notwithstanding that such Pensioners are no longer Employees of the Employer and will be responsible for any loss or damage (particularly any underwriting loss) which the Scheme may suffer as a consequence of such Pensioners continuing as Members of Topmed.

J Online Access

1. I accept that Topmed will not in any way be responsible or liable for any claims of any nature whatsoever made by anyone (myself included) which give as a result of my failing to keep my password and user name secure and confidential to myself.
2. I indemnify Topmed and hold it harmless against any such claims.
3. I understand that this service may not be available 24 hours a day.

Dated at this day of 2 0 0

As witnesses:

1.

2.

Official
Company
Stamp

for and on behalf of the Employer
and warranting that I am duly
authorised to bind the Employer