

Balance Main rules for Balance members

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Main rules for Balance

By engaging in Balance you agree to be bound by these rules.

- We give you access to the Balance programme, and the benefits that you qualify for and choose to use. In certain instances you will be required to activate the benefits and pay the necessary fees.
- The rewards of the Balance programme can only be used for leisure and not business purposes.

1. Purpose of the Balance programme

Balance is founded on the principle of providing members and their families' access to a healthier lifestyle. To achieve this, the programme will provide members with access to a comprehensive network of healthy lifestyle partners at significantly reduced costs. Members will also have access to a comprehensive wellness solution involving preventive and screening services, early disease management intervention and chronic disease management, where required.

2. Parties and important role-players

Please refer to section 12 for all definitions that apply to this document.

2.1. Parties

These rules govern the relationship between Vitality (us) and the Main Member (you). Beneficiaries on your policy are also bound by these rules. Any rules that apply to you will therefore also apply to your beneficiaries.

Balance, we, us, our	Refers to Discovery Vitality Proprietary Limited, (registration number: 1999/007736/07) a wholly owned subsidiary of Discovery Limited (registration number: 1999/007789/06). Discovery is an authorised financial services provider. The main business of Vitality is to administer the Vitality Programme.
You, your	Refers to the Main Member of the Balance membership unless indicated differently, where it may also refer to a beneficiary.

2.2. Important role-players

2.2.1. Main member, members and spouse, as defined in Section 12.

2.2.2. Dependants of the main member:

- Child dependants aged 18 years or older, as defined in Section 12
- Child dependants under 18 years, as defined in Section 12
- Adult dependants, as defined in Section 12

3. The main rules and benefit rules

The main rules:

Refers to the rules that are set out in this document.

The benefit rules:

Refers to the business practices that you agree to if you choose to use any benefit.

4. Conditions of membership:

4.1. You agree to the main rules

All members who have an active Bankmed policy active, will have automatic and free access to Balance unless they have Vitality already. By engaging in Balance you accept that these rules and any changes that we may make to the rules from time to time will apply to you and your beneficiaries.

4.2. You agree to the benefit rules

You have the choice whether to use the Balance benefits. If you choose to use them, you are bound by the benefit rules and the business practices of the Balance programme's partners.

You can get the full set of benefit rules if you email a request to balance@bankmed.co.za or call 0860 99 88 77. You can find a summary of the benefit rules on the Balance website at www.balancesa.co.za

4.3. Who qualifies as a main member

To be a main member of Balance, you must be a principal member on your Bankmed policy.

You are only allowed one Balance policy, irrespective of whether you have taken out more than one of the above products.

4.4. Who qualifies to be on your Balance membership

Dependants on your Bankmed policy will be automatically added as beneficiaries on your Balance membership.

4.5. Balance is not responsible for loss or injury

Under no circumstances, including as a result of its negligent acts or omissions or those of its servants, agents, contractors, partners or other persons for whom in law it may be liable, shall Balance be liable

for any loss or damage of any nature which you, your beneficiaries or any third parties may sustain as a result of engagement in the Balance Programme. By agreeing to these rules you, your beneficiaries and any third parties indemnify Balance, Discovery Vitality and Discovery accordingly.

Vitality cannot guarantee the availability, accessibility, accuracy, or proper functioning of the Vitality or Discovery application platform nor that it will function error-free. It is possible that submissions may not be successfully processed or executed because of errors or failures, whether caused by you, Vitality, Discovery or other factors related to our partners or third-party providers. Vitality is not responsible for any unauthorised human or technical intervention nor is liable or otherwise responsible for any transaction that is not properly processed, executed, saved or transmitted, regardless of the cause of the problem. No warranty is made that Vitality's or Discovery's software's functionality or services will be uninterrupted or error-free. In the event of any conflict between the applicable software and the rules relating to any Benefit to which the software pertains, the rules governing such Benefit shall prevail.

4.6. No legal relationship

You have no legal relationship with Balance, or Discovery Vitality or the Vitality programme, other than being bound by these rules and consequently, when entitled to do so, to receive any benefits you may be entitled to.

4.7. Permission to process and disclose information and to communicate with you

When you engage with us, you trust us with personal information about yourself, your family, and in some case, your employees. We are committed to protecting your right to privacy.

The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your Personal Information, in line with the Protection of Personal Information Act ("POPIA").

4.7.1 Definitions

- a. **We, us** and **our** refers to Discovery Vitality (Pty) Ltd.
- b. **You** and **your** refers to the owner of the Vitality membership.
- c. **Your personal information** refers to personal information about you, your spouse, your dependents, your beneficiaries and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses. For purposes of this privacy statement, "personal information" has the meaning ascribed thereto in the Protection of Personal Information Act 4 of 2013.
- d. **Process information** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
- e. **Competent person** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

4.7.2 When you engage with us, you trust us with personal information about yourself, your family, and in some case, your employees. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act ("POPIA").

4.7.3 You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your Vitality membership. This means that if you do not accept, we cannot activate and service your Vitality membership.

- 4.7.4 We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other third parties such as service providers, partners or public sources. We will only use the information collected if the law allows us to, or for a purpose set out in this privacy statement. We require our service providers and partners to process your personal information for specified purposes and in accordance with our instructions, in the event that you share your personal information with any other third parties, we will not be responsible for any loss suffered by you, your dependants, your beneficiaries, your spouse or your employees (if applicable).
- 4.7.5 You understand that when you include your spouse and/or dependents on your application, we will process their personal information for the activation of the membership/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.
- 4.7.6 If you are an employer, you agree to indemnify us against any loss or damage, direct or indirect, that an employee suffers because of the unauthorised use of your employees' personal information, when the processing activities falls under the control of you as an employer. As an employer you also agree to indemnify us in the event that you misrepresented that you have the legal authority to consent on behalf of a minor.
- 4.7.7 If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give their consent for them.
- 4.7.8 You agree that we may process your personal information for the following purposes:
- a. The administration of the Vitality programme;
 - b. The provision of any services that you or any dependant on your Vitality membership may require;
 - c. The rendering of services by Vitality; and
 - d. The provision of relevant information to a contracted third party who require such information to render a service to you or any dependant on your Vitality membership and only if such contracted third party agrees to keep the information confidential.
- 4.7.9 If a third party asks us for any of your personal information, we will share it with them only if:
- a. you have already given your consent for the disclosure of this information to that third party; or
 - b. we have a legal or contractual duty to give the information to that third party; or
 - c. for risk and fraud prevention purposes.
- 4.7.10 You confirm that we may share your personal information and personal information about your spouse and/or dependents, within the Discovery Group of companies for:
- a. administration;
 - b. fraud prevention; and
 - c. where necessary to provide Group-wide services, benefits and infrastructure to help you in your personal or professional capacity.
- 4.7.11 You also confirm that we may share and combine all your personal information and personal information about your spouse and/or dependents for any one or more of the following purposes:
- a. market, statistical and academic research; and
 - b. to customise our benefits and services to meet your needs.

1. You agree that your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require.

2. If we publish the results of this research, you will not be identified by name. If we want to share your personal information for any other reason, we will do so only with your permission.

4.7.12 By signing this application form, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgments, default history (in accordance with the requirements of the National Credit Act and Regulations) and sharing of information for purposes of risk analysis, tracing and any related purposes.

4.7.13 We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

4.7.14 We have the right to communicate with you electronically about any changes on your Vitality membership, including your contributions or changes and improvements to the benefits you are entitled to on your Vitality membership.

4.7.15 We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.

4.7.16 Please let us know if you do not wish to receive any direct telephone marketing from us.

4.7.17 You have the right to know what personal information we hold about you. If you wish to receive a copy, please complete a form called an 'Access Request Form' on www.discovery.co.za and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

4.7.18 You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.

4.7.19 We are required to collect and keep personal information in terms of the following laws:

- a. The Electronic Communications and Transactions Act (ECT)
- b. The Financial Intelligence Centre Act (FICA)
- c. The Financial Advisory and Intermediary Services Act (FAIS)
- d. The National Credit Act (NCA)
- e. The Consumer Protection Act (CPA)

4.7.20 You agree that we may transfer your personal information outside South Africa:

- a. if you give us an email address that is hosted outside South Africa; or
- b. to administer certain services, for example, cloud services.

- 4.7.21 We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.
- 4.7.22 We may change this Privacy Statement at any time. The most updated version will always be available on www.discovery.co.za.
- 4.7.23 If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA.

The contact details are:

The Information Regulator (South Africa)
SALU Building,
316 Thabo Sehume Street,
PRETORIA
Tel: 012 406 4818
Fax: 086 500 3351
infoereg@justice.gov.za

5. Fees

5.1. Extra charges for using benefits

There may be extra charges for using certain partners or benefits. The fees may be due to third parties or directly to Balance and may include:

- Activation fees; and
- Monthly fees.

6. Balance benefits

6.1. Who can use Balance benefits

Balance benefits are available only to Balance members.

6.2. When members can start using benefits

You can start using benefits from the activation date of your membership. This date is reflected on the welcome letter we send to members. Your activation dates for the different benefits may vary in accordance with the respective benefit rules.

6.3. Waiting periods for new members

Balance may apply waiting periods to new members for certain benefits. The waiting period will prevent a new member from using a benefit for a period of time.

6.4. Transfer of rights to the benefits or points

You may not transfer membership rights or rights to benefits or points to another person. Members may not use a Balance membership as security for any debt.

6.5. Under-utilisation Rules

On some benefits you may be required to utilise the partner's facility a specified minimum number of times. Failure to meet these minimum utilisation rules could result in your rights to the benefits being altered or terminated. See benefit rules for more details.

7. Points

7.1. When points are earned and when they count towards the total

You and your beneficiaries will earn points due to you as long as your membership is active.

Your points will be reflected on the Points Monitor on the Balance website.

When a child dependant turns 18 during any month of the year, the Balance status points threshold for the family will only increase in the January after the dependant's 18th birthday.

7.2. Who may earn points

We award points for various activities. Some points are only awarded to certain beneficiaries.

For example, child dependants younger than 18 years may earn points only for specified vaccinations. We may change these specified children's points earning activities at any time and will provide reasonable notice of such changes. In some specified child activities, parents may earn points for the family membership on behalf of the child.

In all other cases one person may not earn points for another person. See section 6.4: "Transfer of rights to benefits or points".

7.3. How many points members earn

The number of points you earn depends on factors such as:

- The activity you are doing. See "Summary of points benefit guide" for details.
- Your health goals and risk factors. We may adjust the number of points you can earn for each activity depending on how important the activity is to your health status.

7.4. Limits to the points you can earn

There are limits to how many points you can earn for activities and how many points you can earn in each year for certain groups (or categories) or activities.

7.4.1. Limits for activities

Many of the activities have limits. See "Summary of points benefit guide" for details.

7.5. Impact on your status

The points will only be valid in the calendar year you earn them. You will still carry over your Balance status from one year to the next.

7.6. Claiming points

If you earn points in one year and claim them in another, you have only three months to claim your points. For example, if you earn the points on 1 December, you must claim them by 1 March. If you do not claim the points within this period, the points will not be awarded.

7.7. You may find out how many points you have

You can get an update of your points on the Points Monitor on www.balancesa.co.za or by calling 0860 99 88 77

8. Balance status

8.1. How your status is worked out

8.1.1. Reaching Diamond status

As a new member, you will commence your membership on Blue Vitality status. The more points you earn, the higher the status you will reach. The different levels are Blue, Bronze, Silver, Gold and Diamond Vitality status. To move up a status, you will need to accumulate a sufficient number of points to reach the relevant status threshold. See the [Summary of Points Benefit guide](#) for details on how many points are needed for each status.

8.3. Balance status is guaranteed for a set time only

Your Balance status will remain in place from the time you earn the Balance Status until the end of the following calendar year unless changes are made:

- To your membership;
- To the make-up of your membership. See point 9 below,
- To the points structure of the Balance status levels; or

You will also lose your Balance status if you do not earn enough points to maintain it. (See “Summary of points benefit guide” for details).

If you do not earn enough points to maintain Gold status, your Balance status will drop according to the number of points you may have earned.

9. Changing policies and having a break in membership

9.1. If your Balance membership changes

As mentioned in point 8 above, any change to the structure of your membership may affect your Balance status. Changes to your Balance membership may occur if:

- You add a spouse
- You add a dependant
- A child dependant becomes an adult dependant
- A child dependant turns 18 years
- You remove a dependant
- You change a dependant to a member, or member to dependant
- You change a member to spouse or adult dependant, or the other way around.

Your Balance status might be affected in the following way:

1. The Balance status thresholds may fluctuate. The points needed to reach each Balance status will change depending on whether, as the main member, you are an individual member or part of a membership with two or more adults.
2. Overall points for the membership may fluctuate. For example, if there is a new dependant on the membership, the points (s)he earns in the calendar year during which (s)he joined the membership are added to the membership total. If a dependant leaves the membership, the points (s)he earns during the calendar year are deducted from the total number of points earned by the membership. Any adjustment is made on the date that the membership is changed.

9.2. If you move to a Vitality or another Balance membership

If you move to a Vitality or another Balance membership without a break in membership of more than a month, one or both of the following may occur:

1. The points you earn during the calendar year in which you move are added to the membership total of the new membership. These points will be added to the new membership on the date that you join the new membership.
2. If you become the main member on the new Balance membership you will carry the status you earned on the previous Balance membership to the new Vitality or another Balance membership.
3. If you become a Vitality member you will keep the status you earned on your Balance membership.

9.3. If you have a break in membership

A break in membership occurs when a person is not a member of Balance for a period of time.

If you have a break in membership of more than one month, the number of points allocated to the new membership will be zero (irrespective of whether the points were earned in the same calendar year).

If you have a break in membership of less than one month, the membership's Balance status will remain the same as it was before the break (unless there was a change to the membership).

9.4. About points and status when moving to a new policy

The points earned by the specific person (entity moving to the new policy) in the current year will be moved to the new policy. The same Balance status on the old policy will also be carried across to the new policy unless the total points on the new policy qualify for a higher status. A Points Transfer and Status Query will need to be logged for the points and status to be transferred to the new membership.

9.5. Moving to Vitality

If you choose to move to a Vitality policy, you will be liable to pay the monthly premium. All Vitality rules will apply.

Example:

1. Main member (PP), spouse (SP) and adult dependant (AD) are all on one Balance membership. They have been on Gold status, with a total of 100 000 points. PP has 40 000 points, SP has 35 000 and AD has 25 000.
2. The adult dependant leaves the membership to start a new membership from 1 July 2020; and will take the points as well as the Gold status* to the new membership.

3. From 1 July 2020, the adult dependant will be on their own membership, on Gold status with 25 000 points and the threshold will be for a single member. i.e. 40 000 points needed to be on Gold and 50 000 points needed to be on Diamond status.
4. From 1 July 2020, the main member and spouse will remain on the Gold status with 75 000 points and their threshold will adjust to main member plus one adult i.e. 80 000 points needed for Gold status and 100 000 points needed to be on Diamond status. To stay on Gold status, a Points Transfer and Status Inquiry for a status override on the old policy must be logged*.
5. For members on both these memberships (old and new) to move to Diamond status the required points for Diamond status must be earned by 31 December 2020. If they do not earn enough points to stay on Gold status or get to Diamond status in 2020, the Balance statuses that they will carry over to 2021 will change to correspond with the points earned by 31 December 2020.

*A status override is effective until the end of the current year. If a member earned points in the remainder of the year, the status override will need to be removed to move to the higher status. A Points Transfer and Status Inquiry will need to be logged for this. The member has to contact us.

10. Changes to the rules

We may change these rules and the benefit rules from time to time. Generally, changes take effect from 1 January, although we occasionally implement changes to the rules during the calendar year. We will give you advance notice of any intended changes to benefits and fees within a reasonable time. If we are terminating a benefit altogether we will provide you with reasonable notice.

Any changes to these rules will be approved by the Balance Executive Committee.

11. Ending the membership or benefits

11.1. When membership or benefits terminate

11.1.1. If you no longer qualify

We will terminate your membership if you no longer qualify for a Balance membership. (See section 4.3: "Who qualifies as a Balance member")

11.1.3. If we believe there is inappropriate or fraudulent use

We are entitled to immediately terminate any right or benefit you have in the Balance programme if we believe that you are abusing the benefits or privileges of the programme and have acted in a dishonest and fraudulent manner when engaging in the programme. We have the right to terminate your membership should you breach any of our rules.

11.1.5. If the initiating policy ends

We will terminate your membership if you are no longer a policy holder or member of a product to which the Balance membership is linked.

11.2. If your membership ends

Please note that if your membership is terminated for any reason:

- Your rights to benefits will cease;

11.3. To cancel or opt out of a membership

To opt-out you will need to call the Bankmed or Balance call centre (administered by Discovery) and the call centre agent should be able to withdraw the member from Balance.

12. Definitions and interpretation

The following expressions have the following meanings:

Activation fee	The amount a main member, spouse, adult dependant and child dependant aged 18 years and older must pay to start using a benefit.
Adult dependants	To be an Adult dependant, the person must: Criteria 1: <ol style="list-style-type: none"> 1. Not qualify as a child dependant; 2. Be at least 21 years old; 3. Be wholly dependent on the main member for financial support; 4. Be related to the main member in one of the following ways: <ol style="list-style-type: none"> 4.1. by blood or marriage; 4.2. through a legal process of adoption or fostering. <p>OR</p> Criteria 2: <ol style="list-style-type: none"> 1. Be the divorced spouse of a main member <p>OR</p> Criteria 3: <ol style="list-style-type: none"> 1. Be the second spouse of a main member under a legally recognised customary union.
Balance	Health management and wellness programme developed specifically for Bankmed and its members
Bankmed	Refers to Bankmed Medical Scheme a medical scheme registered in accordance with the relevant legislation
Beneficiary	Refers to the main member, spouse and any other dependant.
Benefits	Refers to the benefits available to members through the Balance programme and our partners.
Child dependant years or older)	To be a child dependant aged 18 years and older, the person must: <ol style="list-style-type: none"> 1. Not be married; 2. Be a biological child, a stepchild, a legally adopted or fostered child of the main member;

	<p>3. Be between 18 and 21 years old;</p> <p>Be a full-time student and/or not self-supporting</p>
Child dependant (under 18 years)	<p>To be a child dependant under 18 years, the person must:</p> <ol style="list-style-type: none"> 1. Not be married; 2. Be a biological child, a stepchild, a legally adopted or fostered child of the main member; 3. Be under 18 years old; <p>Be a full-time student and/or not self-supporting (emancipated).</p>
Dependant	This refers to child dependants aged 18 years and older; child dependants below 18 years; and adult dependants.
Discovery	Refers to Discovery Holdings Limited, being the holding company of the Discovery Group of Companies, and its subsidiaries.
Discovery Vitality	Refers to Discovery Vitality (Pty) Limited, a company registered and incorporated in accordance with the company law of the Republic of South Africa with registration number 1999/07736/07 and carrying out business as a Wellness Programme and administrator of Balance
Discovery Health	Discovery Health (Pty) Limited, a company duly registered and incorporated according to the company laws of South Africa and carrying on the business as a medical scheme administrator.
Main member	The person contracting with Vitality, pays a monthly fee to Vitality and is bound by these rules.
Main rules	Refers to the rules that are set out in this document
Member	A member may be a main member or a beneficiary, depending on the context.
Membership activation date	The date when a benefit becomes available to the members excluding those benefits falling under the three month waiting period rule.
Partner	Any association or entity which Vitality has contracted with to provide benefits to Balance members.
Points	The points awarded to a member for doing certain healthy activities which entitles the member to certain rewards.
Process information	Refers to "processing" as defined in the Protection of Personal Information Act 4 of 2013
Spouse	A spouse in these rules is the spouse of a main member to whom the main member is married or is in a union recognised in accordance with any law or custom.
Status threshold	The minimum points a membership must earn before moving to a particular Balance status.
Status	The status level on the Balance programme that a member can achieve due to the number of points (s)he may have earned.

You are advised to obtain your own tax advice regarding any benefit you may receive in terms of these rules. Bankmed and/or Discovery will not be responsible for any tax consequences that may arise.

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