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RULINGS ISSUED BY THE OFFICE OF THE REGISTRAR

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THE COMPLAINANT

and

BONITAS MEDICAL FUND

THE SCHEME

This complaint concerned the Scheme's refusal to fund delivery fees in respect of the Complainant's oxygen cylinder, prescribed for treatment of Covid-19. The Scheme had paid in full for the Complainant's oxygen cylinder, however, it declined to pay for the delivery fees of the ground that such a fee is excluded from funding, in terms of its registered rules.

The second part of the complaint entailed the Scheme's decision to claim recovery of membership debt from a refund due to the Complainant.

In respect of the delivery fees, the issue was referred to the Registrar's Clinical Review Committee (CRC) to confirm whether the Complainant's diagnosis constitutes a PMB condition. The CRC confirmed that Covid-19 is a PMB condition and that *"Since the declaration of COVID-19 as a PMB, delivery charges must be included within that level of care."*

The issue with respect to the rules excluding delivery fees, was further referred to the Benefits Management Unit (BMU) in the office of the Registrar. BMU was requested to advise whether exclusion of delivery fees applied to PMB claims and it was subsequently confirmed that the Scheme cannot lawfully exclude delivery fees as they are part of the PMB claim component.

After considering the submissions from the CRC and BMU, the provisions of Regulation 8(1) of the Medical Schemes Act were also considered. This regulation stipulates that the diagnosis, treatment and care of PMB conditions must be paid in full. Since the delivery fees ought to be included within the PMB level of care, the Scheme was ordered to fund pay for them in full.

The other issue relating to the Scheme's decision to recover membership debt against a claim refund which was due to the Complainant, was also considered and adjudicated. The Complainant had terminated his membership, which had a Medical Saving Account (MSA). The funds in the MSA are allocated in advance at the beginning of the year for usage throughout the year and are payable monthly, as part of members' monthly contributions. In most cases, the funds in the MSA are used to pay for the day-to-day benefits or claims.

At the time of termination of the Complainant's membership, she had contributed two months' worth of savings in January and February 2021. However, she had already used in excess of what had been contributed to the MSA. This resulted in overused savings, which were recoverable upon termination of membership.

The rules of the medical scheme were considered (Rules 14.3 of the Scheme's main rules and 3.2 in Appendix 1 of the Annexures) and these stipulate that where a member terminates his or her membership during the course of the year and he or she has used more funds in the MSA than he or she has contributed, such a member will be indebted to the Scheme and is accordingly liable to pay such a debt.

In conclusion, the Registrar's office found that the Scheme was entitled to recover the membership debt from the Complainant's claim refund.