

GENERAL TERMS AND CONDITIONS OF SERVICE

Dear Patient

This document explains the general terms and conditions under which this Practice sees patients. The Patient Information Form completed by you refers to these terms and conditions, and your signature of the aforementioned document serves as evidence of your acknowledgement, understanding and acceptance of these terms and conditions.

I, the patient, legal guardian and/or guarantor of the patient referred to in the Patient Information Form hereby:

1. undertake as principal debtor, alternatively bind myself jointly and/or severally with the patient, to pay any and all accounts of the Practice arising for medication and/or services rendered or to be rendered to the patient. I acknowledge and accept that this is a private Practice and due to the billing policy of the Practice, details of which are available on request, and the tariffs at which my medical scheme reimburses, a co-payment may be levied by the medical scheme or the Practice and that I remain at all times liable for the account for medication and/or services rendered, notwithstanding the existence of any medical scheme or third party insurance covering I might have;
2. undertake to enquire from the Practice if they have a Designated Service Provider agreement in place with my medical scheme and accept liability for all accounts of the Practice arising for medication and/or services rendered or to be rendered to the patient should my medical scheme not have such an agreement with the Practice and/or if my medical scheme requires me to make use of a practice which is a Designated Service Provider;
3. accept that, in the event that additional or alternative treatment is required over and above or in place of what was originally planned, it remains my responsibility to ensure that the planned and/or additional and/or alternative treatment is covered by my medical scheme and that the necessary finances are put in place to cover any non-insured costs. I accept that fees for medication and/or services rendered are determined based upon the appropriateness, quality and standard of services rendered and no accounts will be rendered for services not delivered or if delivered to someone else;
4. accept that it is my responsibility to furnish the Practice with the relevant information and authorization numbers if pre-authorization is required for any procedure, despite the fact that the Practice may assist me in this process, depending on individual Practice policy.
5. authorize the Practice or its agents to present for payment to my medical scheme any account owed to the Practice. Notwithstanding the aforesaid, it is specifically recorded that it remains my duty to ensure that all accounts are received by the medical scheme timeously. The Practice nor its agent shall incur any liability in instances where accounts are not submitted to the medical scheme timeously;
6. authorize the Practice or its agents to provide information concerning the patient's treatment and/or medication to the patient's medical scheme, managed health care organization or insurer and their respective agents and employees dealing therewith. Should any of the aforementioned parties be patient's employer, then I understand that the information may also be made available to the patient's employer;
7. undertake, in the event of an account being unpaid for any reason and being referred to attorneys for collection, to be jointly and severally liable for the payment of all costs on an attorney and own client scale, all collection commission and all tracing costs. All outstanding amounts will be recovered in the following order; attorney's fees, collection commission, tracing fees; interest and lastly capital;
8. accept that non-compliance with these general terms and conditions may result in my and/or the patient's details being provided to a credit bureau along with all information relating to medication and/or services rendered or to be rendered to the patient. I confirm that the credit bureau may supply a credit profile and rating based on the credit worthiness of myself or the patient to this Practice or its agents, that I and the patient have the right to contact such credit bureau to request the disclosure of his/her credit record and to request any corrections.
9. warrant, if applicable, that:
 - 9.1. the information recorded on the Patient Information Form is correct;
 - 9.2. I am a *bona fide* member of the stated medical scheme;
 - 9.3. the patient is a *bone fide* member/dependant;
 - 9.4. there are funds available for the patient;
 - 9.5. I am not an unrehabilitated insolvent neither am I under or is an application to place me under debt review pending;
10. undertake as principal debtor to inform the Practice with regards to any changes on my contact details, benefits and list of dependants;
11. choose *domicilium citandi et executandi* (address at which legal notices will be served) at my physical address indicated on my Patient Information Form;
12. acknowledge and accept that:
 - 12.1. if I have a lower cost medical scheme plan, it may restrict the patient's access to certain practices, limit their treatment options, provide less benefits, restrict their medicine and hospitalization, all of which in general affect the quality of professional health care provided to them.
 - 12.2. the limitations in clause 12.1 often prove problematic for the Practice, as the right to obtain the necessary professional medical care that meets an acceptable standard is influenced by my choice of medical scheme cover;
 - 12.3. it remains my primary responsibility to familiarize myself with the benefits and conditions of my medical scheme plan and that it is important that I know my benefit status with regard to the extent of my health cover, referral restrictions, savings account balances, registration and pre- authorization processes, waiting periods and other requirements. The Medical Schemes Act 131 of 1998 and its regulations entitle members of medical scheme to all information on their benefits and limitations of their plan;
 - 12.4. notwithstanding these terms and conditions, the Practice reserves the right to claim directly from me in which case I will be provided with a detailed invoice, which becomes due and payable immediately upon the provision thereof. I have the prerogative to claim this back from my medical scheme;
 - 12.5. this Practice submits accounts subject to the National Credit Act no. 34 of 2005, the Consumer Protection Act no. 68 of 2008, the Medical Schemes Act no. 131 of 1998 and the guidelines as published by the HPCSA;
 - 12.6. a certificate signed by any service provider of the Practice shall be *prima facie* proof of my indebtedness to the Practice as principle debtor;
 - 12.7. I sign these terms and conditions willingly and without duress and that no warranties or representation have been made by the Practice or any of its employees regarding the content hereof;
 - 12.8. these conditions shall apply to all medication and services rendered or to be rendered by the Practice to the patient until cancelled by me in writing.