



MEMBERSHIP APPLICATION FORM

Thank you for your interest in Accisure. Please answer all question. It is our intention that the membership contract with you shall be based upon the answers and information provided by you.

MAIN MEMBER DETAILS

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address

8. Physical address

9. City

10. Postal Address

11. Postal code

SPOUSE / NEXT OF KIN DETAILS

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address



DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address

DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address

DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address



DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address

DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address

DEPENDANT

1. Title(s)

2. Full name(s) and Surname

3. Gender Male Female

4. ID number

5. Cell Phone Number

6. Work Number

7. Email address



OTHER

Allergies

Commencement date

Package Selected Business to Business Family

this section is Family package only (NB please fill out a form for each dependant)

Main member only R 29,00

Main member + Spouse R 49,00

Main member + Spouse + 6 Dependents R 99,00

PLEASE NOTE: The following documents are imperative when completing your application.
Ensure that you send copies of the following documents along with this application form to:
documents@accisure.co.za

- 1. ID copy**
- 2. Signed consent form**
- 3. Signed terms and conditions**

Signature of applicant

Signed at _____ Date _____

MEDICAL CONSENT

I, the undersigned

ID number

(herein referred to as "the Client")

Do hereby authorise, nominate, constitute and appoint:

Accisure (Pty) Ltd
37 Dolerite Crescent
Middelburg,
Mpumalanga 1050

And their duly authorised representatives with power of substitution, in my name, place and stead:

1. To obtain access to and copies of medical records from any ambulance, hospital, nursing home, clinic, medical practitioner and/or any other medical institution, regarding treatment I may receive in future, relating to any motor vehicle accident I may be involved in as a passenger where services rendered are expected to be funded by a third party;



2. To obtain from the relevant hospitals and doctors concerned all facts, medical records, accounts and details relating to my injuries, including clinical notes, referral notes, reports, supporting documents and any other information or documents reasonably required by Accisure or Medical Service Providers ("MSP") in their network;
 3. To obtain access to and copies of all my personal information and also access to and copies of all relevant documentation, hospital records or any other records in respect of treatment received as well as medical reports, X-ray reports, etc., from any hospital, nursing home, clinic, medical practitioner and/or any other medical institution, and to receive the said copies;
 4. To instruct or authorise any person or authority to execute the above-mentioned actions whether the person or authority are part of Accisure or not;
 5. To disclose any of the information obtained in terms of this Medical Consent to an associate and/or attorney associated with Accisure to investigate the circumstances and possible claim for compensation relating to the motor vehicle accident in which I was injured;
 6. To sign the necessary claim forms of the Road Accident Fund ("RAF") on my behalf or on behalf of the MSP and therein to fix the amount only in respect of compensation claimable for these Medical Expenses ("ME");
 7. To negotiate payment from the RAF for the payment of any ME by any hospital, nursing home, clinic, medical practitioner and/or any other medical institution.
 8. To receive the said settlement amount.
 9. To do all that is necessary to finalise the said claim for compensation claimable for these ME and in doing so, I confirm this Medical Consent is irrevocable.
10. I understand that:
- 10.1 The RAF is responsible for the payment of my ME;
 - 10.2 That ME means only ME for which I am entitled to be compensated for by the RAF as damage and which I have suffered as a result of any bodily injury to myself caused by or arising from the driving of a motor vehicle by any person, as contemplated in the RAF Act;
 - 10.3 Hereby unconditionally and irrevocably authorise my attorney mandated to attend to my claim against the RAF to pay to Accisure or partners or the MSP the Shortfall from the first available funds and before any payments are made to me;
 - 10.4 Hereby unconditionally and irrevocably authorise my said attorney to co-operate with Accisure or any of the MSP in any way they may require and to provide them with any information about my claim against the RAF on request and to assist them in any possible way to ensure the repayment by the RAF of the ME, including the suing of RAF or the including of ME in the claim already lodged by the attorney against the RAF for ME, general damages and loss of income;
 - 10.5 Here by irrevocably authorises Birmans Inc., 1st Floor Alzu Building, 37 Dolerite Crescent, Middelburg, 1050 to act as my attorney in any action against the RAF and undertake to sign any documents and forms needed and required by them to investigate and institute my claim.

And generally, for effecting the purposes aforesaid, to do or cause to be done whatsoever shall be requisite, and full and effectually, for all intents and purposes, as I might or could do if personally presently and acting herein/hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever Accisure and its Agents shall lawfully do, or cause to be done, by virtue of these present.

Signed at	on this	day	of	20
ID Number				
Witness 1	Client			
Witness 2				



TERMS AND CONDITIONS

Accisure Proprietary Limited, registration number 2019/442795/07 (“Accisure”)

Terms and Conditions

If you are a consumer, as defined in the Consumer Protection Act 68 of 2008 (the “Consumer Protection Act”) we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below:

- **Limitations of risk, legal responsibilities and liability.** Clauses 8 and 9 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited and excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.
- **Assumption of risk, legal responsibilities and liability to you.** Clauses 3.3, 5.3, 5.5, 6.4, 8 and 9.2 are important because you take on risk, legal responsibilities and liability. As a result of these clauses, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harms, and injury which may be suffered by you and others for what is stated in these clauses.

1. Accisure Services

- 1.1 Accisure provides to its Members information storage and facility services, as further described in clauses 7 and 8 (“Services”) subject to the terms and conditions stipulated in these Terms and Conditions (“T&C”).
- 1.2 In these T&C a reference to the **Member** or **you** will be a reference to the person stipulated in the Schedule to which these T&C are attached (“Schedule”).
- 1.3 In providing the Services, Accisure shall use the Member’s information in order to place the Member in contact with an appropriate medical treatment facility (“**Medical Facility**”) in the event that the Member was involved in an accident as a passenger in a motor-vehicle.
- 1.4 Accisure will facilitate admission to the Medical Facility by providing the necessary information to the Medical Facility in order to expedite the transfer to the Medical Facility and the admission of the Member to the Medical Facility.

2. How do you apply for membership?

- 2.1 You apply for membership by completing the application and consent forms prescribed from time to time by Accisure and by submitting the forms to Accisure at 1st Floor, @Alzu Building, 37 Dolerite Crescent, Aerorand, Middelburg or at info@accisure.co.za or to your Accisure advisor.
- 2.2 You must further provide Accisure with a certified copy of a valid identification document as prescribed from time to time by Accisure.
- 2.3 In the application and consent form you will consent that Accisure may access:
 - 2.3.1 your past and future medical records;
 - 2.3.2 your past and future criminal records;
 - 2.3.3 all other personal information required by Accisure, to the extent reasonably necessary to render the Services.

3. When will my membership commence?



- 3.1 Your membership will commence on the commencement date stated in the Schedule, subject thereto that Accisure has received a certified copy of your valid identification document, signed copies of the application and consent forms and has accepted your application in writing by confirming acceptance by means of SMS verification.
- 3.2 Following confirmation Accisure shall send your membership card to the address you provided in the application form ("Membership Card").
- 3.3 You will only qualify for the Services once Accisure has received the first membership fee payable for your membership, as more fully set out below.

4. Who may apply for membership?

- 4.1 Any person that has reached the age of 18 years or older may apply for membership.
- 4.2 You may also apply for membership on behalf of your child or dependant, who is older than 7 years, provided that you must sign the applicable debit order and stop order in respect of the membership fee for your child or dependant and provided further that your child or dependant must also co-sign the consent form in respect of their information, assisted by their lawful guardian as may be required.

5. How much will the Services cost?

- 5.1 A membership fee as shown in the Schedule, including value-added tax, is payable on a monthly basis.
- 5.2 The membership fee is payable by way of debit order or stop order by completing the relevant debit order or stop order form provided by Accisure or the Accisure agent.
- 5.3 A Member's membership will commence upon Accisure receiving the first membership fee from the Member.
- 5.4 Fees are payable on a monthly basis on or before the date specified in the Schedule.
- 5.5 Accisure will be entitled to increase or decrease monthly fees by way of a 31 day written notice to the Member (the "Fee Change Notice"). Where a Member does not accept an increase in the monthly fees, the Member may elect to terminate their membership on written notice to Accisure provided that:
 - 5.5.1 the Member notifies Accisure of its decision to terminate their Membership within 31 days' notice of receiving the Fee Change Notice; and
 - 5.5.2 such termination shall become effective 31 days after the day upon which Accisure issued the Fee Change Notice (prior to the Member becoming liable for an increased monthly fee as contemplated in the Fee Change Notice).
- 5.6 The Fee Change Notice will be sent by SMS to the last known cellular phone number provided to Accisure by you.

6. When will membership stop?

- 6.1 You may cancel your membership at any time by giving Accisure a 31 day written notice.
- 6.2 Accisure may terminate your membership by giving you a 31 day notice.
- 6.3 In the event that Accisure terminates your membership, it will send the termination notice to you by way of SMS to your last known cellular phone number.
- 6.4 Your membership shall cease automatically if your membership fee was not received in full by Accisure on or before the 5th day of the relevant month and if it (or any portion of it) remains outstanding for a period of 15 days following such date.
- 6.5 Many provisions of these T&C will continue after these T&C end, including terms and conditions which by their



nature must continue to apply. This is because certain rights and duties must survive even though these T&C have come to an end or your membership has been terminated. Some of the provisions in these T&C which continue include (but are not limited to):

6.5.1 terms and conditions where liabilities or responsibilities are excluded or limited, including amounts which you can claim;

6.5.2 terms and conditions where the rights you have against Accisure are limited or excluded; and

6.5.3 any other terms and conditions in these T&C that are expressly stated to survive or continue after the end of these T&C or after the termination of your membership.

7. How do you make use of the Services?

7.1 You will be able to activate the Services in the event that you were a passenger in a motor-vehicle involved in an accident and you need medical care following the accident.

7.2 You or a person on your behalf, such as the on-call doctor who initially examined you following the accident, may phone the Accisure helpline on the number stated on your Membership Card.

7.3 You or the person activating the Services on your behalf, will be requested to provide your membership number as printed on your Membership Card as well as any one of the following:

7.3.1 the accident report;

7.3.2 the ambulance report; and/or

7.3.3 the medical report.

7.4 This information is required to determine whether you were travelling as a passenger in a motor-vehicle involved in an accident, the nature of your injuries sustained and the nature and type of medical treatment you may need.

7.5 Accisure will then:

7.5.1 identify the nearest suitable Medical Facility to you that will be able to provide further ongoing medical support to you;

7.5.2 provide your information stored by Accisure as well as any other relevant information provided in the accident report, ambulance report or medical report to the identified Medical Facility; and

7.5.3 facilitate your transfer to the Medical Facility by providing your information and your location as well as your relevant medical records to the Medical Facility.

8. What services will not be provided by Accisure?

8.1 Accisure will under no circumstances whatsoever cover any of the costs associated with you being admitted to or treated at, or conveyed to the identified Medical Facility.

8.2 The Services of Accisure are limited to identifying the relevant Medical Facility and to facilitate your transfer and admission to the Medical Facility. Accisure is not liable for any errors that arise due to inaccurate or incomplete reports that are provided to Accisure by you (or a person activating the Services on your behalf).

8.3 Admission to and further care at the Medical Facility will be provided to you in terms of a separate agreement that will be entered into between you and the relevant Medical Facility.

8.4 Accisure is neither associated nor affiliated to any such facilities and is in no way responsible to you in respect of any services provided or not provided at the identified Medical Facility.

9. Accisure is also not liable in any matter whatsoever to settle your accounts with the Medical Facility so identified. Exclusion of Liability



- 9.1 Neither Accisure, nor its directors, employees, representatives, agents and/or shareholders shall be liable to you, your child, dependant or to any third party for any loss, liability, damage, expense or penalty of any nature whatsoever, which you, your child, dependant or any such third party may suffer or incur, whether directly or indirectly, as a result of, or which may be attributable to or caused by any act or omission pursuant to these T&C and the rendering of the Services, unless such loss, liability, damage or expense is directly attributable to fraud, dishonesty or gross negligence on the part of Accisure or its directors, employees, representatives, agents and/or shareholders.
- 9.2 To the maximum extent permitted by law, the maximum liability of Accisure its directors, employees, representatives, agents and/or shareholders in terms of or in respect of these T&C or the rendering of the Services shall in all circumstances be limited to the value of your membership fees or the membership fees of your child or dependant received by Accisure.

10. Force Majeure

- 10.1 If Accisure is prevented from or delayed in performing any of the Services as a result of a Force Majeure Event, then it will be excused from the performance or punctual performance, as the case may be, of the Services from the date on which the Force Majeure Event occurred and for as long as the circumstances or prevention or delay may continue.
- 10.2 A “**Force Majeure Event**” means circumstance beyond the reasonable control of Accisure which will include but is not limited to war, invasion, act of foreign enemy, hostilities or warlike operations (whether that be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or destruction or requisition by order of any regulatory authority, or any other act of state, including prevention or denial of trade, sanctions or closure of borders; and any earthquake, flood, fire, drought or other physical disaster or any other any act of God; or strike, lockout or other industrial action by employees or any interruption of electricity supply.

11. Changes to these T&C

- 11.1 We may, at any time, change these T&C and will inform you of the changes. Without limiting the ways we may inform you, we may inform you either by sending you an e-mail, SMS or contacting you on the details that you provided to Accisure in your application form.
- 11.2 If you do not agree to the changes to these T&C, you must end your membership in the manner set out in clause 6.

12. Notices and communication

- 12.1 Any notices sent by you to Accisure under these T&C or related to these T&C, including legal notices, must be delivered to us by hand or registered post at our offices at 1st Floor, @Alzu Building, 37 Dolerite Crescent, Aeroland, Middelburg, marked for the attention of the Administration Manager.
- 12.2 Any notices we send to you under these T&C, including legal notices, may be delivered by us to the email address or to the other details that you provided when you applied to become a Member or which have you provided to Accisure from time to time.

13. Consumer Protection Act

- 13.1 Nothing in these T&C:
 - 13.1.1 limits or exempts Accisure from any liability (including liability for any loss directly or indirectly attributable to Accisure’s gross negligence or that of any person acting for, or controlled by, Accisure) to the extent that the law does not allow this;
 - 13.1.2 requires you to assume risk or liability for this kind of loss to the extent that the law does not allow this; or
 - 13.1.3 limits or excludes any warranties or obligations which are implied into these terms and conditions do sale



applicable laws or which we give under the applicable laws, to the extent that any applicable law does not allow them, to be limited or excluded.

13.2 These T&C, and/or any products and/or services provided under these T&C, are regulated by the Consumer Protection Act, as amended, it is not intended that any provision of this T&C contravenes any provision of the Consumer Protection Act. Therefore, all provisions of these T&C must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the Consumer Protection Act.

14. Miscellaneous

14.1 These T&C and the Schedule contains all the terms agreed on by you and Accisure in respect of the Services you waive the right to rely on any alleged terms not expressly contained in these T&C, as far as this can be permitted in law.

14.2 These T&C and any rights and obligations under these T&C may not be transferred, ceded, delegated or assigned by you.

14.3 You agree that Accisure may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these T&C and Accisure may do so without your consent. Accisure will notify you if Accisure transfers, cedes, delegates or assigns any rights or obligations to a third party. Accisure may sub-contract our obligations without your consent and Accisure does not have to inform you if Accisure subcontracts any of our obligations.

14.4 These T&C and the relationship between you and Accisure shall be governed by the laws of the Republic of South Africa.

14.5 Accisure's failure to exercise or enforce any right or provision of these T&C shall not constitute a waiver of such right or provision.

14.6 Each provision of these T&C, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of these T&C, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these T&C. The rest of these T&C will still be valid and enforceable.

14.7 In these T&C, headings are for convenience and not to be used in interpreting these Terms of Use, and unless expressly stated otherwise or otherwise required by the context:

14.7.1 references to the singular includes the plural and vice versa;

14.7.2 words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders;

14.7.3 words or expressions that are defined or capitalised in these Terms shall have the same meaning wherever used in these Terms;

14.7.4 the word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:

14.7.4.1 'including' means 'including but not limited to';

14.7.4.2 'include' means 'include but is not limited to; and

14.7.4.3 'includes' means 'includes but is not limited to; and

14.7.5 where any number of days is given, those days are counted to exclude the first day but include the last day.

Signature of applicant

Signed at

Date

