

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND

RULES

GENERAL SECRETARY
P 0 BOX 2578
RANDBURG
2125

1 January 2026

PLEASE REMEMBER!

1. Your Fund is anxious to serve you to the best advantage and it relies on your cooperation in studying and complying with these rules.
2. When addressing correspondence to the Fund, quote your Identity number and or MIBCO Council number.
3. If you change your place of employment or residential address, notify the Fund without delay.

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MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND

RULES

NOTE: These Rules are those referred to in Clause 8 of the Motor Industry Sick, Accident and Maternity Pay Fund Agreement.

1. NAME

The name of the Fund shall be the Motor Industry Sick, Accident and Maternity Pay Fund, hereinafter referred to as the “Fund”.

2. DEFINITIONS

In these Rules all words and expressions purporting the masculine gender shall include the feminine; and words signifying the singular number shall include the plural and vice versa; and the following expressions shall have the following meanings:

- 2.1 **“Accident”** means an unexpected, unpremeditated or unforeseen event which causes a bodily injury, subject to the exclusions listed in Annexure “A” to these rules.
- 2.2 **“Act”** means the Labour Relations Act 66 of 1995.
- 2.3 **“Agreement”** means the current Agreement (including any amendments thereto) in respect of the Motor Industry Sick, Accident and Maternity Pay Fund, entered into between the Motor Industry Staff Association and the Retail Motor Industry Organisation, both parties to the Motor Industry Bargaining Council — MIBCO.
- 2.4 **“Child of the member”** shall refer to a child of the member, including a legally adopted child. In the event that the member has multiple customary spouses, only the child/children born from the marriage between the member and his/her first spouse/main spouse.
- 2.5 **“Council”** means the Motor Industry Bargaining Council —MIBCO registered in terms of Section 29 of the Act.
- 2.6 **“Dependant of a member”** shall refer to the member’s spouse and to the child of the member.

“REGION WC”

(WESTERN CAPE)

- means these Regions as defined in the Main Agreement.

2.19 **“Regional Council”** means a committee appointed as such by the Council in terms of its Constitution for any Region as defined in the Agreement.

2.20 **“RMI Employee Benefit Fund”** shall refer to the interest-bearing bank account opened by MISA pursuant to the terms of the Agreement.

2.21 **“RMI Employer”** shall refer to an employer in the motor industry who is a member of the Retail Motor Industry.

2.22 **“Spouse”** shall refer to

- (a) The member’s married spouse in terms of the South African Marriages Act or Civil Union Act;
- (b) The member’s domestic partner, namely the partner with whom the member is in a permanent same sex or heterosexual relationship;
- (c) In the event that the member is married according to customary/traditional law, the member’s spouse. In the event that the said member has multiple customary spouses, the spouse with whom the said member first entered into a customary marriage.

2.23 **“Voluntary Members”** shall refer to the members as per Clause 5(2) of this Agreement and point 2.16 of the definitions of this Rules.

2.24 **“Working Day”** means any day on which an employee works ordinary hours of work or a normal shift as prescribed in Division B or C of the Main Agreement, whichever is applicable.

2.25 **“Still-birth”** in relation to a child of a member, shall mean that it has had at least 26 weeks of intra-uterine existence but showed no sign of life after complete birth.

3. ADDRESSES

3.1 Regional Council Addresses for Sick, Accident and Maternity Claims

All claims and correspondence regarding sick, accident and maternity matters for NUMSA members and non-union members in sectors 1 and 5, should be addressed and all telephone enquiries directed to the offices of the MSSC:

MIBCO SSC 0861 664 226
Saf@mibco.org.za

- 3.2 All claims and correspondence regarding sick, accident and maternity matters for MISA members and non-union members in sectors 2, 3, 4, 6 and 7, should be addressed and all telephone enquiries directed to the offices of MISA:
MISA SAF 010 261 5392
Saf@ms.org.za
- 3.3 All claims and correspondence in respect of death and funeral benefits to be paid to Voluntary members shall be addressed and all telephone queries directed to the offices of MISA, namely
MISA 011 476 3920
Claims@ms.org.za

4. MEMBERSHIP

4.1 Compulsory Membership

- 4.1.1 Membership of the Fund shall be compulsory for all employees in the Motor Industry who are members of the Motor Industry Staff Association and who are employed by an employer who is a member of the Retail Motor Industry Organisation RMI.
- 4.1.2 Every person for whom membership is compulsory and who has not already completed an application form for membership shall complete and lodge with MISA the form prescribed in Annexure "B" to these Rules within one month of the date on which he enters, re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as MISA may require.
- 4.1.3 Upon application, the Council may grant any such employee for whom membership is compulsory, or employer making such an application, an exemption from participating in the Fund, which exemption shall be valid only for the period of operation of this Agreement.

4.2 Voluntary Membership

- 4.2.1 NUMSA members and Non-union members employed in establishments that are members of the Retail Motor Industry Organisation, may be admitted to voluntary membership of the Fund at the discretion of the RMI Employer, and the provisions of this Agreement shall mutatis mutandis apply to persons admitted to voluntary membership and their employers.

4.2.2 Every person for whom membership is voluntary and who has not already completed an application form for membership shall complete and lodge with the MISA the form prescribed in Annexure "B" to these Rules within one month of the date on which he enters, re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the MISA may require.

4.3 **Termination of Membership**

Membership to the Fund shall terminate immediately when a member ceases to be employed in the Motor Industry.

4.4 **Re-admission**

Any person whose membership of the Fund has ended shall, if re-admitted to membership, be regarded as an entirely new member unless otherwise determined by the MSSC, provided that any person who is re-admitted to membership in a Fund Year during which he has already received benefits from the Fund as a member, shall be entitled to claim only such benefits as he would have been entitled to had his membership not ceased during the relevant Fund Year.

5. BENEFITS

5.1 **Qualification for Benefits**

Subject to the provisions of paragraph 5.1.1 herein, a member shall become eligible for the sickness, accident and maternity benefits detailed in these Rules as soon as he has been a member as defined in Rule 2 of these Rules for 13 consecutive weeks. No benefits shall be paid to any members in respect of absences from employment which occurred prior to such qualification or subsequent to the date upon which membership ends in terms of Rule 4.3 provided that:

5.1.1 No more than one day for every 30 days of employment during the first six months of employment, on an accrual basis, subject that, in order to qualify for this benefit, members shall submit acceptable proof of illness for such days in relation to which benefits are claimed.

5.2 **Sickness Pay**

5.2.1 Members who qualify for benefits under Rule 5.1 shall receive:

5.2.1.1 100% of their ordinary daily remuneration for up to 10 working days of sickness absence in any Fund Year; and

5.2.1.2 50% of their ordinary daily remuneration for a further maximum of 5 working days of sickness absence in the same Fund Year.

5.3 **Accident Pay**

5.3.1 All members who have qualified for benefits in terms of Rule 5.1 and who is unable to carry on his/her normal employment through injuries sustained in an accident as defined in these Rules, or through *dermatitis* contracted in the course of his employment, shall be entitled to claim accident pay from the fund provided the absence from work occurs within twelve calendar months after the date of the accident.

5.3.2 Accident pay shall be at the rate of 75 percent of the member's ordinary daily remuneration, in respect of any working day in which he was as so certified by a registered medical practitioner, prevented from working through an accident, not exceeding in the aggregate, however, 40 days' accident pay in any Fund Year.

5.4 **Maternity Benefits**

A female member who has qualified for benefits in terms of Rule 5.1 may be paid by the Fund 30 percent of the member's ordinary daily remuneration, in respect of working days on which she was prevented from working due to her pregnancy as so certified by a registered medical practitioner, not exceeding in the aggregate however, 17 weeks for any confinement.

5.5 **NOTE:** Payment of benefits for a portion of a day shall be made at the rate prescribed for a full working day where such period of absence from work extends to half a working day or longer.

5.6 **RMI Employee Death and Funeral Benefits**

A member shall become eligible for the death and funeral benefits provided for in terms of the Agreement and these Rules upon becoming a member of the Fund and upon the RMI Employer having contributed 8 consecutive weeks immediately preceding the date of death, in respect of the said death and funeral benefits.

In the event of the death of a member or a dependant of a member, and provided that the member has qualified for death and funeral benefits in terms of Rule 5.6:

5.6.1 The following **FUNERAL BENEFIT(S)** shall be paid:

- 5.6.1.1 R10 000.00 in the case of the member's death;
- 5.6.1.2 R10 000.00 in the case of the death of the member's spouse;
- 5.6.1.3 R10 000.00 in the case of the death of a child of the member, which child is older than 18 years and is studying full time;
- 5.6.1.4 R10 000.00 in the case of the death of a child of the member, which child is between the ages of 14 years and 18 years;
- 5.6.1.5 R7 000.00 in the case of the death of a child of the member, which child is younger than 14 years; and
- 5.6.1.6 R7 000.00 in the case of the still-birth of a child of the member.

NOTE: Funeral benefits of R10 000.00 shall be limited to the payment of 3 claims (which shall include the payment of the funeral benefit for the member) per annum and in the event of Funeral benefits of R7 000.00 as per clause 5.6.1.5 a limitation of 2 claims per annum shall be applicable.

5.6.2. The following **DEATH BENEFIT** shall be paid:

- 5.6.2.1 R25 000.00 in the case of the member's death.
- 5.6.3 The aforesaid funeral and death benefits shall be in addition to any other death and funeral benefits that the member or dependant of the member may receive from any other source, including the Rules of the Motor Industry Sick, Accident and Maternity Pay Fund.
- 5.6.4 In the event that a MISA member is entitled to a death and funeral benefit as set out above in terms of these Rules, the said benefits shall be paid by MISA from the MISA Benefit and Funeral Fund administered by MISA for its members.
- 5.6.5 In the event that a Voluntary member is entitled to a death and funeral benefit as set out above in terms of these Rules, the said benefits shall be paid from the RMI Employee Benefit Fund Account as administered by MISA.

- 5.7 Death and Funeral Benefit claims shall be submitted to MISA within 26 weeks from death of the member and/or his/her dependant on the prescribed form set out in Annexures E and F.
- 5.8 In order to qualify for death and funeral benefits a Voluntary member **shall** complete the Application form in Annexure D and nominate his/her beneficiary for payment of the death benefit. Application forms shall be emailed, faxed or posted to MISA as per the details set out in Rule 3.2.
- 5.9 The death and funeral benefits provided for in these Rules may be increased by a joint resolution of MISA and the RMI subject to certain terms and conditions and at such intervals as they deem necessary.

6. **CLAIMS**

- 6.1 Claims for sickness, accident and maternity benefits must be submitted to the respective Administrators within six months of the resumption of employment and must be in the form prescribed in Annexure "C" or via the Administrators' online portal, in accordance with these Rules. All claims must be duly certified by both the employer and a registered medical practitioner. However, members are not required to submit a medical certificate for a single day's absence, except when the absence occurs on a Monday, a Friday, or any day that directly precedes or follows a regular day off.
 - 6.1.1 Claims for sick leave will be paid to members for the full duration of the leave claimed, subject to the following conditions:
 - 6.1.1.1 Payment will be made where the first day of sick leave falls between Monday and Friday (excluding days that precede or follow a public holiday), and the member sought medical attention on the second day of sick leave.
 - 6.1.1.2 The following exclusions apply:
 - (a) If the first day of sick leave falls on a Monday, Friday, or a day immediately before or after a public holiday, and the member only sought medical attention on the second day of sick leave.
 - (b) If the member seeks medical attention after the second day of sick leave (i.e. from the third day onwards), regardless of when the sick leave occurs.
 - 6.1.1.3 If a member remains off work for longer than the period authorised by a medical practitioner, the excess days will be unpaid unless a

written extension of sick leave is provided by the practitioner. Claims for sick, accident, and maternity benefits for members shall be disbursed as follows:

- (a) Where the employer has opted to pay the member directly and claim reimbursement, payment shall be made to the employer; and
- (b) Alternatively, the member shall be paid directly.

6.1.2 Claims in respect of sick, accident and maternity benefits shall be disbursed by the employer, who shall have the sole discretion to determine the method of disbursement. The employer may at their election:

- 6.1.2.1 remit payment directly to the employee concerned and recover such payment from the Fund in accordance with the prescribed procedures; or
- 6.1.2.2 elect that the employee or beneficiary submit the claim directly to the Fund for payment, Provided that the employer shall apply the chosen method disbursement equally and consistently to all employees within the same workplace.

6.2 The Fund will be administered as follows:

- 6.2.1 MISA will administer the claims on behalf of MISA members of the Fund as well as the non-union members of the Fund in sectors 2, 3, 4, 6, and 7.
- 6.2.2 MSSC will administer on behalf of NUMSA the claims of NUMSA members to the Fund as well as the non-union members in sectors 1 and 5.

6.3 The parties to this agreement shall establish a committee comprising two representatives from each party, to consider as regularly as is necessary, any applications brought by members for exemption or the reconsideration of any stale claim, or any claim that the Fund has dishonoured.

7. BENEFITS NOT ALIENABLE OR EXECUTABLE

The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall cease to be entitled to benefits for such periods as the MSSC may determine:

Provided that nothing in this Rule shall preclude the Fund from paying to the employer of a member any sick or accident pay due in terms of these Rules to such member, if the employer is able to show that he has advanced to the member an amount equal to or in

excess of the benefits payable by the Fund, or that he has paid the member his normal remuneration for the period of his absence from employment.

8. MEDICAL AND DENTAL EXAMINATIONS

The Principals of the Parties to the agreement and / or the MSSC may at any time require a member to undergo a medical or dental examination at the Fund's expense by any registered practitioner which it may nominate, subject to the concurrence of any practitioner from whom the member may be receiving treatment at the time.

9. PENALTIES

The Principles of the Parties to the agreement of the fund has the discretion to refuse or withhold any or all benefits from any member who,

- 9.1 in its opinion has acted in a manner calculated or reasonably likely to injure the interest of the Fund or its members;
- 9.2 has refused or neglected or observed reasonable instructions or recommendations of his medical attendants;
- 9.3 has by unseemly or disorderly conduct aggravated his condition or retarded his recovery; and
- 9.4 provided that such a member shall, if he so requested, be given the opportunity of appearing before the MSSC to be heard.

10. LOCAL COMMITTEES

The parties to the agreement of the fund may appoint local committees to assist with the administration of the Fund in any particular area under such terms and conditions and with such functions and duties as it may from time to time determine.

ANNEXURE “A”

EXCLUSIONS (SICK, ACCIDENT AND MATERNITY PAY FUND)

- 1.2 Notwithstanding anything to the contrary contained in these Rules, the Fund shall not be liable for payment of sickness or accident pay in connection with illness or incapacity arising from or connected with:
 - 1.2.5 venereal disease, misconduct or excessive indulgence in intoxicating liquor or drugs; temporary or permanent insanity;
 - 1.1.2 treatments or operations for purely cosmetic purposes, obesity including 13 Pickwickian syndrome, infertility and artificial insemination as described by The Human Tissue Act, Act 65 of 1983 and any further additional claims resulting from the above treatments;
 - 1.1.3 any accident which in the opinion of the parties to the agreement should not be a charge upon the Fund;
 - 1.1.4 any accident which occurred twelve calendar months or more before the absence to which a claim relates;
 - 1.1.5 injuries sustained by a member the cause of or arising out of willful self-injury; professional sport, speed contests and speed trials;

1.1.6 any accident which is covered by the Compensation for Occupational Injuries and Diseases Act, 1993 (Act N° 130 of 1993).

1.2 In relation to a member any event which is connected with:

1.2.1 Sky-diving, gliding, parachuting, skin-diving, waterskiing, snow skiing, artificial snow-skiing, parasailing, windsurfing;

1.2.2 Flying:

- (i) in an aircraft as one of the crew;
- (ii) in an aircraft for the purposes of undertaking trade or technical operations therein or thereon;
- (iii) in any helicopter, glider, pre-World War II or war-built aircraft;
- (iv) in privately-owned or chartered aircraft other than on the instructions of his employer;

1.2.3 Mountaineering with the use of guides or ropes, participating in winter sports, polo, steeple-chasing or big game hunting;

1.2.4 Riding a motorcycle, motor scooter or mechanically assisted pedal cycle as passenger otherwise than in the course of employment; provided that claims may be accepted from members in respect of injuries sustained whilst travelling from his home to his place of work and vice versa;

1.2.5 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or rioting.

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FORM A: REGISTRATION

SAF Registration/Nomination for Death and Funeral Benefits



MISA HEAD OFFICE

201 MISA Centre
12 Fir Drive
261 5392
Northcliff Ext 2
saf@ms.org.za
Johannesburg 21

PO Box 1604
Northcliff
2115

CONTACT US

E-mail:

THE COMPLETION OF A, B & C BELOW IN EVERY RESPECT TOGETHER WITH A COPY OF YOUR I.D. WILL ENSURE A SPEEDY REGISTRATION.

I, the undersigned, hereby apply to be registered:

A – PERSONAL DETAILS:

Tel _____ Cell _____

6. Personal Email _____
7. Your present Occupation _____
8. MISA Member NUMSA member Non-Union member

B – EMPLOYER DETAILS:

9. Name of Company _____
10. Street Address _____
11. Email _____
12. Tel _____ Fax _____

C – NOMINATION OF BENEFICIARY: (For the payment of Death Benefits)

I hereby nominate Mr/Mrs/Ms (Surname) _____

Full Names _____

Marital Status: Single / Married / Divorced / Widowed

Cell / Tel _____ Relationship (Spouse, Son, etc.) _____ Address _____

The person to whom the death benefit shall be paid in the event of my death.

DECLARATION

I, the undersigned, solemnly declare that the above particulars are true and correct, and I agree to abide by all rules and regulations which are in force, or may be brought into force, from time to time.

Consent in terms of Act 4 of 2013 (Protection of Personal Information Act).

I hereby consent to MISA processing my personal information (as disclosed in this form), which includes my union membership information (if applicable), for purposes of the Motor Industry Sick, Accident and Maternity Pay Fund Agreement as well as the Rules in terms hereof.

PLEASE NOTE

- It is your responsibility to notify MISA if and when any of your information changes regarding your membership. This includes your personal and company details.
- An 8 week waiting period for eligibility to any benefits applies to all Fund members from date of receipt of the first contributions by the Fund.
- Application to be made within 26 weeks from death of a member and/or his/her dependants.

Signature _____ Date _____

FOR OFFICE USE

DATE RECEIVED	REGISTRATION NO.	MEMBER TYPE	COUNCIL NO.
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FORM B : MATERNITY BENEFIT CLAIM

MOTOR INDUSTRY MATERNITY BENEFIT FUND FOR FEMALE UNION MEMBERS

MISA Members and non-union members in sectors, 2,3,4,6, and 7:

MISA SAF - 010 261 5392

Saf@ms.org.za

NUMSA Members and non-union members in sectors 1 and 5:

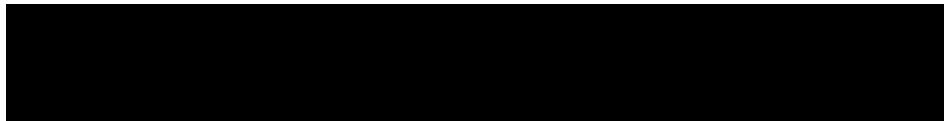
Mibco SSC 011 369 7500

Saf@mibco.org.za

Member's Surname		Employee / Council Number												
Member's Full Names	Member's Union Number													
Member's Identity Number		Member's contact telephone number												
<table border="1"> <tr> <td>Details of Employer</td> <td>Name</td> <td>From</td> <td>To</td> </tr> <tr> <td>Present</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Previous</td> <td></td> <td></td> <td></td> </tr> </table>			Details of Employer	Name	From	To	Present				Previous			
Details of Employer	Name	From	To											
Present														
Previous														
<table border="1"> <tr> <td>Period of absence due to pregnancy.</td> <td>From</td> <td>To</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			Period of absence due to pregnancy.	From	To									
Period of absence due to pregnancy.	From	To												
The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income											
	5 Day week		R											
	6 Day week		R											
	7 Day week		R											
	Monthly		R											
Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)		Yes												
		No												

PAYMENT METHOD
CHEQUE

TO BE POSTED



--	--

--

PAYMENT ELECTRONIC

NAME OF ACCOUNT HOLDER

--

BRANCH CODE

--

NAME OF BANK

--

ACCOUNT NUMBER

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

Signature of Employer or accredited representative.

Date

Member's Signature

MEDICAL OFFICER'S CERTIFICATE

The Medical Certificate must clearly state **the name of the patient and the period the member has been booked off due to her pregnancy** and must be attached to the back of this application form.

FORM C: SAF BENEFIT CLAIM

MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND

CLAIM FORM FOR SICK/ACCIDENT PAY

MISA Members and non-union members in sectors, 2,3,4,6, and 7:

MISA SAF - 010 261 5392

Saf@ms.org.za

NUMSA Members and non-union members in sectors 1 and 5:

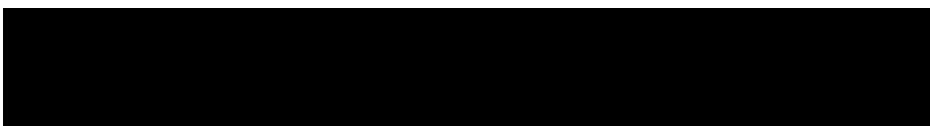
Mibco SSC 011 369 7500

Saf@mibco.org.za

Member's Surname		Employee / Council Number	
Member's Full Names		Member's Union Number	
Member's Identity Number		Member's contact telephone number	
Details of Employer		Name	
			From
Present			To
Previous			
Period of absence due to sickness/accident		From	To

The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income
	5 Day week		R
	6 Day week		R
	7 Day week		R
	Monthly		R

Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)	Yes	
	No	

<input type="checkbox"/> PAYMENT METHOD	
<input type="checkbox"/> CHEQUE	
TO BE POSTED	
	

<input type="checkbox"/> ELECTRONIC PAYMENT	
<input type="checkbox"/> NAME OF ACCOUNT HOLDER	
<input type="checkbox"/> BRANCH CODE	<input type="checkbox"/>

NAME OF BANK

--

ACCOUNT NUMBER

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

Signature of Employer or accredited representative.

Date

Member's signature

MEDICAL OFFICER'S CERTIFICATE *

The Medical Certificate must clearly state the name of the patient, the date unfit for work and

be attached to the back of this application form.
please state below the cause and place of the accident.

the nature of illness, and must

If the illness is an injury due to an accident,

*** Not required in terms of clause 6.1 of the Rules in the event that a Member is absent from work for one day only, and such day is not a Monday, Friday or any other day preceding or following a normal day-off for such a Member.**