

1. RECORDAL

- 1.1 I, the aforementioned and undersigned participating provider, hereby contract with Kaelo Prime Cure to service the aforementioned benefit options of Kaelo Prime Cure Healthcare, under the terms, conditions and provisions set out in this agreement. Kaelo Prime Cure hereby invites the aforementioned and undersigned participating provider, to take part in the agreement with Kaelo Prime Cure.
- 1.2 Kaelo Prime Cure wishes to establish a Network of general practitioners to provide primary health care services to the beneficiaries of the all medical scheme and insurance plans and options and hereby contracts the aforementioned and undersigned provider, to provide such services pursuant to the terms and conditions of this agreement.

Provider Name	Practice number
Anglo Medical Scheme	Value Care Option
Suremed Medical Scheme	Explorer
Suremed Medical Scheme	Shuttle Option
Kaelo Health	My Health Plus - SI
Kaelo Health	My Health Plus
Kaelo Health	My Health Core
Kaelo Health	My Health Vital
Kaelo Health	My Health Access
Kaelo Health	Accident cover
Flexicare	Flexicare
Flexicare	Flexicare Plus
Flexicare	Corporate
Lion Health	Lion Health Day to Day

Link to website to view comprehensive list of medical schemes and insurance options :

<https://www.primecure.co.za/schemes-and-administrators/>

2. INTERPRETATION

- 2.1 "Beneficiaries" means the principal member or dependent as defined in the Act, who have subscribed to the aforementioned benefit options of Kaelo Prime Cure and have to receive their Primary Health Care Services at a participating provider.
- 2.2 "Confidential information" means any and all information, methods and processes used in respect of the business of either party, including without limitation, patents, patent applications, trademarks, trade secrets, designs, copy rights, specifications and know-how, and/or financial information and methods, including information regarding patients records acquired either directly or indirectly by either party or any other party or person.
- 2.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to -
- information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - information relating to the education or the medical, financial, criminal or employment history of the person;
 - any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - the biometric information of the person;
 - the personal opinions, views or preferences of the person;
 - correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - the views or opinions of another individual about the person; and
 - the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person

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- 2.4 "Effective date" means the 1st of January 2022;
- 2.5 "Benefit exclusions" means the services as not stipulated in Section 4 of the Kaelo Prime Cure's Rules;
- 2.6 "Month" means a month as per the lunar calendar, commencing on the first day of such month and ending on the last day of such month;
- 2.7 "Participating provider" means any general practitioner who is ready, willing and able or any general practitioner who has entered and remains a party to an agreement, to enter into an agreement with the Scheme for the provision of primary healthcare services to the beneficiaries.
- 2.8 "Payment Hold" means that payments to be made in good faith for services rendered will be put on hold during the period of an investigation/Forensic audit which has no predetermined length of time in days.

3. DURATION AND TERMINATION

- 3.1 This agreement shall become effective in relation to the parties on 1 January 2022 and shall remain in force indefinitely subject to the provisions of this Clause 3. If you are an existing provider, the terms and conditions of this agreement shall replace any previous agreement between the parties and shall apply in respect of any existing and new claims submitted to Prime Cure.
- 3.2 The parties to this agreement agree that any of the parties may terminate this agreement at any time with 30 (thirty) days written and signed notice to the other parties, failing which this agreement will continue in force indefinitely, but with the following provisos:
- 3.2.1 That the provider's participation in the agreement may be summarily terminated if in the discretion of Kaelo Prime Cure, makes it impossible for the provider to provide unfettered services to the beneficiaries of the aforementioned benefit options.
- 3.2.2 That from time to time changes to this agreement may become necessary, including but not limited to the annual determination of fees for the following year and that the provider will be informed by Kaelo Prime Cure of such changes as well as the deadline, by which the Scheme must receive notice of termination, should the provider wish to terminate the contract as a result of the proposed changes, failing which the provider will be deemed to have elected to accept the changes and continue with this agreement.
- 3.2.3 That this agreement may be terminated/suspended with immediate effect by Kaelo Prime Cure if -
- The provider is convicted of any crime; or
 - The provider is found guilty by the HPCSA and/or paid an admission of guilt fine to the HPCSA in relation to irregularities with billing or accounts rendered to Kaelo Prime Cure or its beneficiaries; or
 - An investigation was concluded by the Kaelo Prime Cure forensic auditors and prima facie evidence of a white collar crime was obtained; or
 - Kaelo Prime Cure ascribes to the South African Medical Association Medical Doctor's Coding Manual (MDCM). Abuse of coding (including but not limited to up-coding and unbundling and optimisation) is not allowed; or
 - In the case that the provider has been deemed to be in breach, we reserve the right to suspend or terminate the provider considering findings with immediate effect.
- 3.2.4 The provider does not conform/comply to the points mentioned in paragraph 1.3.

4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 4.1 The rights and responsibilities of the parties are set out in the various annexures to this agreement.

5. BANKING DETAILS OF THE PROVIDER

- 5.1 The participating provider bears the responsibility to ensure that the correct and latest banking details are registered with Kaelo at all times.

6. COUNTERPARTS

- 6.1 This agreement may be signed by the parties in counterparts, whether by way of facsimile or otherwise, and each signed copy shall be deemed to be an original.

7. NON-VARIATION

- 7.1 No agreement to vary any of the provisions of this Agreement or to cancel it shall be effective unless made in writing and signed by the Parties.

ANNEXURE A

A. FEES PAYABLE TO PROVIDERS BY KAELO

1. The fees payable by Kaelo to contracted providers in terms of this agreement constitutes an offer from Kaelo to contracted providers directly which the contracted provider is either free to accept or reject by entering into this agreement. The fee offer from Kaelo to contracted providers will be reviewed annually and will apply from 1 January of the year to 31 December of the same year.
2. Please note that claims may be rejected in the event that incorrect tariff codes are used, or the Beneficiary's membership is no longer active at the date that the claim is being submitted. This may be the case regardless if prior authorization was given for the treatment, if there has been a subsequent change in membership status. Providers are advised to verify the Beneficiary's membership status at the time of submitting a claim by logging onto the Provider dashboard. In the event that a claim is rejected, it will be the responsibility of the Provider to approach the policyholder for payment and Kaelo Prime Cure will have no liability towards the Provider in the event of a claim being rejected.
3. The contracted provider shall have the right to accept or reject the new fee structure and in the case of rejection, terminate his/her participation in the contract.
4. Balance billing, although acceptable, does not form part this agreement and is not permitted.
5. Split billing is unethical in terms of the HPCSA.
6. This agreement substitutes any previous agreement that the contracted provider may have entered into directly or indirectly with the beneficiary.
7. Procedures, for which there are no benefits or where the benefits have been exhausted, may be offered as a service by the provider, who must arrange for payment directly by the beneficiary.
8. Where we have paid claims to you and it is established that the claims were not due to you, we will have the right to recover such monies from you, or to recover this from any future claims due to you.

B. NOTES TO THE CALCULATION OF FEES

1. The fee for the GP shall include the consultation and dispensing of acute medication when required.

C. FEE STRUCTURE AND GP IN-ROOM PROCEDURES

1. Any other tariff code not specifically mentioned is reimbursed at Scheme tariff and subject to the benefit option rules.
2. Should a beneficiary exhaust his or her benefits and Kaelo is therefore no longer responsible for paying any claims, the financial provisions of this contract will be deemed to be in abeyance until the start of the next benefit year commencing on 1 January.
3. In such cases the beneficiary is responsible for the payment of all further services and the provider and the beneficiary must make mutually acceptable arrangements as to the quantum of fees to be charged and how payment is to be made.
4. PMBs: Notwithstanding that this agreement is subject to Regulation 8 of the Medical Schemes Act, Act 131 of 1998 ("the Act"), payment for Prescribed Minimum Benefits (PMBs), as defined in the said Act and the regulations thereto, will be made at the rates set out in this Annexure A.

RESPONSIBILITIES OF THE PROVIDER

A. GROUP RESPONSIBILITIES

1. GROUPS

- 1.1 Before a group can be registered on the Network, all associates / partners / members / directors must complete and sign a copy of the agreement.
- 1.2 It remains the group's responsibility to ensure that all new associates / partners / members / directors / Treating providers of the group are registered on the Network whenever there are structural changes in the group.
- 1.3 The group mutually agree that during the existence of this agreement that a nominated signatory may be appointed by the group who shall be permitted to sign and enter into this agreement on behalf of all the partners/ members/ associates or directors where one of the members are not available to sign and enter into this agreement due to e.g. business commitments outside the borders of South Africa etc. and therefore not to delay the registration onto the Network.

The details of such nominated signatory(ies) provided below:

2. EMERGENCY UNITS

- 2.1 Emergency units are prohibited from participating in the Network. If a provider changes the nature of its service, rendering it to that of an emergency unit, the agreement will terminate with immediate effect.

B. CLINICAL RESPONSIBILITIES

1. MEDICINES

1.1 Acute medicines

- 1.1.1 Acute medicine will be dispensed/Scripted as a part of the cost of the consultation.
- 1.1.2 If a medicine to treat a beneficiary does not fall within this option and the beneficiary elects to personally pay for the medicine, the provider may provide a prescription for the medicine, or the medicine itself, the cost of which will be for the beneficiary's account.
- 1.1.3 Acute medicine(s) does form part of the consultation fee.

1.2 Chronic medicines

- 1.2.1 Members/Policyholders must be registered for chronic or PMB medication benefits. The first registration must be done in writing and a facsimile sent to 086 676 4374, e-mailed to pcauth@mediscor.co.za or contact the Chronic-Line on 0860 119 553. On registration, the applying General Practitioner DSP will receive a facsimile confirming the status of the application, as well as the period of approval of the chronic medication.

- 1.2.2 If there is no change to the script content on renewal of a chronic script every six months (as per legislation), the approved chronic authorisation period is still intact, updating the patient's chronic profile is not needed. Updating and enquiries regarding the progress of an application can be done telephonically by the General Practitioner DSP by contacting the Prime Cure Service Centre at 0861 665 665 and follow the voice prompt. A written application accompanied by motivation is always required for:
 - Medication not listed on the formulary; and
 - Medication subject to disease management protocols or clinical guideline interventions which require additional information (e.g. Dyslipidaemia).

- 1.2.3 Unless and until a chronic medicine is registered, no benefits shall apply.

C. GENERAL RESPONSIBILITIES

- 1.1 Through the payment of a consultation fee which is variable dependant on the category of the provider, the Scheme expects the general practitioner -
 - To be appropriately registered with the HPCSA/PCNS(BHF) to submit claims under the aforementioned Billing Practice/Treating Practice number and have medical indemnity cover;

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- To provide clinically appropriate and cost-effective treatment to members;
 - Where clinically indicated, to operate within the relevant scheme's protocols, formularies and referral processes, and scheme benefit structures;
 - To ensure that Kaelo Prime Cure is provided with all relevant documentation, for example dispensing license (For primary provider and/or additional treating providers stipulated on this document) and kept updated on changes.
 - To treat all patients with dignity and respect, and to put their interests first;
 - To maintain a clean, safe and appropriately equipped facility;
 - To raise any concerns or direct any complaints to your allocated Relationship Manager timeously;
 - Submit all claims in the prescribed format electronically to the prescribed destination code on the relevant tariff codes, ICD-10 codes as per the applicable legislation
 - To formally verify that the patient's ID and or date of birth matches his/her membership details;
 - To bill according to the agreed fee and to undertake not to balance bill or charge members any additional fees outside this agreed fee structure for the services covered by the Kaelo Prime Cure option scheme benefits;
 - To timeously communicate any changes in practice or relevant information to Kaelo Prime Cure prior to any change;
 - To obtain the necessary authorisation where applicable according to the Kaelo Prime Cure protocols;
 - To utilise the provider dashboard portal to verify membership and obtain authorisation
 - To prescribe medication within the Kaelo Prime Cure Formularies unless prior authorisation has been obtained from Kaelo Prime Cure and to inform any member requesting any medication or benefits that fall outside the applicable benefits that it will be for his/her personal account;
 - The service provider by signing this contract agrees to the practice being subject to regular forensic reviews. All provider and membership accounts in question will need to be submitted and will be audited and profiled as per internal review processes. The provider warrants that it will obtain the relevant consent from Beneficiaries to share personal information pertaining so such Beneficiary in accordance with clause 4.5 below.
 - The audit process would include:
 - o Assessing claims for potential over servicing.
 - o ICD 10 codes matched against treatment and procedures.
 - o Preauthorisation
 - o Duplicate claims
 - o Potential fraudulent claims
 - o Above claims will be flagged and reversed pending investigation with consultation with the providers.
 - o Kaelo Health reserves the right to withhold payment if the provider is flagged as non-compliant based on Forensic audit findings where it is deemed that the primary party is breach of his/her contractual agreement with Kaelo Simply Healthcare.
 - o In the case that the provider has been deemed to be in breach, we reserve the right to suspend or terminate the provider considering findings with immediate effect.
 - o This will result in Kaelo Simply Healthcare notifying the relevant regulatory bodies as well as members that have stipulated the said practice as their designated service provider (DSP) no longer belongs to the Kaelo Primecure Network."
 - A profiling system will be developed and peer review, peer management and peer mentorship will commence in the first year of the agreement.
- 1.2 As the product provider responsible for overseeing the services rendered to the Beneficiaries, Kaelo Prime Cure will from time to time require access to the Personal Information pertaining to Beneficiaries. Such Personal Information is required in to enable Kaelo Prime Cure to conduct the regular forensic reviews as referred to in 4.4 above. The Provider undertakes to obtain consent to share such personal information from the Beneficiary, in the form and manner as prescribed in Annexure E. A copy of such consent shall at all times be available on request by Kaelo Prime Cure. Should such consent not be available, it will be the responsibility of the provider to obtain such consent from the Member / Policyholder.
- 1.3 If you are employed in the Public Sector, no claims will be paid if you do not have approval in terms of the relevant Remunerative Work Outside Public Service Policy. Where your claims exceed the number of hours of your approval, such claims will not be paid. Where we have paid any claims that are not due to you in terms of the aforementioned, we reserve the right to claim such funds back from you. We further reserve the right to verify any information provided by you regarding your approval to render remunerative work outside of public service.

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ANNEXURE C

RESPONSIBILITIES OF KAELO

1. Kaelo will create a list of participating doctors, together with their contact details and the physical addresses of their practices.
 - 1.1 This list will be updated within 5 working days of receiving the information of a newly registered participating doctor.
 - 1.2 An updated list will be published on the Kaelo website for use by the beneficiaries.
2. Kaelo will also be responsible for all aspects related to Network management, including but not limited to the following modalities: joint communication, agreement support, dispute resolution, contract breach and ongoing education of participating providers.
3. Kaelo will inform the participating provider of any changes in Scheme rules pertaining to the benefit options, ..
4. Kaelo will provide an electronic doctor's guide, which includes the authorisation and referral processes.
5. Kaelo will pay the participating provider for all valid claims within a period of 30 days from date of receipt of the claims a month by electronic fund transfer into the provider's account.
6. To reimburse you at the agreed negotiated fee
7. To endeavour to move towards seamless, effective and efficient interactions with your practice;
8. To allocate a specific MHC (Managed Healthcare) Liaison Manager to your practice for purposes of training and assisting your personnel on the claims processes, other Kaelo Prime Cure processes and protocols and to endeavour to move towards seamless, effective and efficient interactions and efficient query resolution processes that you can address directly with your MHC Liaison Manager;
9. To follow a fair/equitable process in the establishment of the Kaelo Prime Cure Network, with an ethos of creating and maintaining sustainable partnerships;
10. To follow a communication strategy to ensure that service providers are regularly communicated to and provided with any relevant updates with regards to any Network related requirements and processes;
11. To confidentially discuss and resolve any queries, complaints and concerns that you might have as our valued service provider;
12. To promote your practice (this may include listing your practice on the website or lists to be distributed to these client scheme members).

ANNEXURE D

POPIA

This POPIA Annexure (the “Annexure”) forms an Annexure to the service agreement entered or to be entered into between Kaelo and the Service Provider (the agreement entered or to be entered into between Kaelo and the Service Provider and all annexures and/or addendums thereto hereinafter collectively the “Main Agreement”).

This Annexure is therefore incorporated in the Main Agreement and should be read with the provisions of the Main Agreement. Should any conflict arise or inconsistencies exist between the provisions of the Main Agreement and this Annexure, then the provisions of this Annexure shall prevail.

1. In this Agreement,
 - ‘operator’ means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of the responsible party. For the purposes of this Agreement, the operator is the Service Provider;
 - ‘personal information’ means any information about a living human being or existing juristic person provided that someone is capable of identifying them from that information;
 - ‘POPIA’ means the Protection of Personal Information Act 4 of 2013;
 - ‘processing’ means doing anything with personal information, including gathering it, disclosing it, or combining it with other information;
 - ‘responsible party’ means the person who determines the purpose of and means for processing personal information. For the purposes of this Agreement, Kaelo is the responsible party;
2. Service Provider will comply with all applicable data protection laws, rules, codes, and standards.
3. Service Provider will only collect, disclose, use, or otherwise process personal information in accordance with Kaelo Prime Cure’s lawful and reasonable instructions.
4. Service Provider must establish and maintain security measures to secure the integrity and confidentiality of any personal information that it processes for Kaelo Prime Cure’s and will follow the requirements in section 19 of POPIA.
5. Service Provider agrees to indemnify, defend, and hold Kaelo, those related to Kaelo, and personnel of Kaelo, harmless from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to the Service Provider failing to comply with its obligations under this clause.
6. Service Provider will take all reasonably necessary steps to prevent any personal information from being accessed by an unauthorised third party. This means the Service Provider will not process any personal information unless they have implemented and maintain security measures that ensure the confidentiality, integrity, and availability of the personal information in terms of generally accepted information security practices and procedures. The Service Provider must implement the following technical and organisational security measures as a minimum standard of protection:
 - compliance (and ensure that its personnel comply) with Kaelo’s data protection and information security policies and procedures;
 - information security management systems;
 - physical security;
 - access control;
 - encryption during transmission across any publicly accessible Network;
 - awareness, training, and security checks for their personnel;
 - incident response management;
 - business continuity;
 - audit controls; and
 - due diligence.
 - Service Provider will only process personal information to:
 - provide the goods or services in terms of this Agreement, and
 - follow Kaelo’s instructions.
8. Service Provider will not process the personal information for any purpose other than to provide the goods or services in this Agreement. Kaelo may provide written consent to use it for another purpose.
9. Service Provider will keep all personal information it receives confidential and will not (or allow anyone else to) disclose it for any purpose other than for performing their contractual obligations in terms of this Agreement or as otherwise allowed in terms of the law, regardless of whether they received it before or after the effective date of this Agreement.
10. Service Provider will ensure that any third parties they have engaged to provide services on their behalf, that require them to process Kaelo’s personal information, enter into confidentiality agreements on terms no less stringent than the terms of this Agreement.

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11. Service Provider will immediately notify the information officer of Kaelo where there are reasonable grounds to believe, when the Service Provider becomes aware that personal information processed by the Service Provider for Kaelo has been accessed or acquired by any unauthorised person ('the incident').
The Service Provider will:
 - cooperate with Kaelo at all times,
 - follow Kaelo's instructions regarding the incident, and
 - let Kaelo perform a thorough investigation into the incident, formulate a correct response and take suitable additional steps in respect of the incident.
12. Service Provider will help Kaelo comply with any valid requests it receives for access to personal information. Service Provider will notify Kaelo if Service Provider receives any requests for access to personal information and follow Kaelo's related instructions.
13. The Service Provider must immediately comply with any Client request or instruction requiring the Service Provider to correct, transfer, destroy, delete or otherwise process the Personal Information, or to stop, mitigate or remedy any unauthorised processing. The Service Provider shall promptly provide written confirmation of such compliance to the Client following receipt of the Client's request or instruction.
14. Service Provider will bind its personnel and contractors with appropriate confidentiality and non-use obligations in relation to any personal information.
15. Kaelo (or its customers) will own all personal information that is processed related to this Agreement.
16. The Service Provider (or any Subcontractor) must not transfer, Process or otherwise process Personal Information outside the Republic of South Africa without obtaining the Client's prior written consent.
17. Service Provider will have a disaster recovery facility and plan and make it available to Kaelo on request. In the event of a disaster, Service Provider will implement the disaster recovery plan.
18. Service Provider may only subcontract its rights or obligations relating to the processing of personal information for Kaelo with the prior written consent of Kaelo. If it does, it will conclude a written agreement with the subcontractor, which imposes the same obligations in relation to the processing on the subcontractor as are imposed on the Service Provider under this Agreement. If the subcontractor fails to fulfil its obligations under the subcontractor agreement, the Service Provider will remain fully liable to Kaelo for the fulfilment of its obligations under this Agreement.
19. Service Provider will permit Kaelo to initiate independent audits to determine compliance with this Agreement. Service Provider will grant Kaelo (or its appointed representative) access (and give necessary assistance) to inspect, audit, and review. The Service Provider will also give Kaelo allow Kaelo to take copies of all paper and electronic documents, records, and logs of the Service Provider's relating to the processing of personal information.
20. At the end of this Agreement, Service Provider will give back all personal information that it has to Kaelo. If Kaelo party agrees, Service Provider may destroy the personal information it has and provide Kaelo with a certificate of destruction on Kaelo's request.
21. Service Provider will, at its cost, take out and maintain adequate insurance cover to meet any liability under this Agreement with a reputable insurance company to be approved by Kaelo in writing. If Kaelo asks for it, the Service Provider will produce proof:
 - that the insurance policy exists.
 - that it is paying all premiums; and
 - that the insurance policy is in full force and effect.
22. The Service Provider will remain liable to Kaelo for any loss or damage caused to Kaelo because of the Service Provider providing the goods or services, or a breach of any Service Provider warranties, which is not recoverable from the insurer or which Kaelo suffers or incurs because of no or insufficient insurance cover for any reason. The insurance cover will prohibit the substitution of another party without the written consent of the insurer and Kaelo.
23. If Service Provider breaches this clause, Kaelo may regard it as a material breach of the Agreement.
24. Service Provider warrants that it will comply with all its obligations under this clause.
25. The termination, cancellation, or expiry of this Agreement will not affect the enforceability of the terms in this section that are intended to operate after expiry or termination.

Both parties agree to a written termination notification of 30 days or one calendar month.

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