

6. Engen Medical Benefit Fund – Privacy Statement

How we will process and disclose your personal information and communicate with you

Definitions

The Fund refers to Engen Medical Benefit Fund (EMBF), registration number 1572, registered with the Council for Medical Schemes.

Administrator refers to Discovery Health (Pty) Ltd, registration number 1997/013480/07, an authorised financial services provider, the administrator and managed care organisation for the Fund and a subsidiary of the Discovery Group.

Discovery Group refers to Discovery Limited, registration number 1999/007789/06, including all subsidiaries of the group. Subsidiaries in the Group are authorised financial services providers.

You and your refers to the member and your registered dependants on your medical Fund plan.

Your personal information refers to personal information about you, your spouse, your dependants, your beneficiaries, and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses.

Process(ing) (of) information means any automated or manual activity of collecting, verifying, recording, organising, analysing, storing, updating, distributing and removing or deleting personal information.

Competent person means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a member or dependant for example a parent or legal guardian.

1. When you engage with the Fund and Administrator, you trust us with personal information about yourself, your family, and in some cases, your employees. We are committed to protecting your right to privacy.

The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act (“POPIA”).

2. You have the right to object to the processing of your personal information and have a choice whether or not to accept these terms and conditions. However, it is important to note that the Fund and Administrator require your acceptance of these terms and conditions, otherwise we cannot service your medical fund membership.
3. The Fund and Administrator will keep your personal information confidential. You may have given us this information yourself, or we may have collected it from other sources. If you share your personal information with any third parties, we will not be responsible for any loss suffered by you or your employer (where applicable).
4. You understand that when you include your spouse and/or dependents on your application, we will process their personal information for the activation of the policy/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.
5. If you are an employer, you agree to indemnify the Fund and Administrator against any loss or damage, direct or indirect, that an employee suffers because of any unauthorised use of your employees’ personal information.
6. If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give their consent for them.
7. You agree that the Fund and Administrator may process your personal information for the following purposes:
 - for the administration of your health plan;
 - for the provision of managed care services to you on your health plan;
 - for the provision of relevant information to a contracted third party who requires this information in order to provide a healthcare service to you on your health plan;
 - to analyse risks, trends and profiles;
 - to share your personal information with external health providers for the purposes of evaluating certain clinical information, in the event that you require medical treatment.

Examples of this include:

- i. Getting your personal information from other relevant sources, including medical practitioners, contracted service providers, financial advisers, credit bureaus, entities that are part of Discovery Group or industry regulatory bodies (“relevant sources”) and further processing of such information to consider your membership application, to conduct underwriting or risk assessments, or to assess and value a claim for medical expenses. We may (at any time and on an ongoing basis) verify with the relevant sources that your personal information is true, correct and complete;
 - ii. If you have joined as a member of an employer group, getting information from and sharing information with your employer that is relevant to your application for membership with due regard for considerations of confidentiality in respect of your state of health;
 - iii. Communicating with you about any changes in your health plan, including changes to your contributions or changes to the benefits you are entitled to on your health plan.
8. If a third party asks the Fund and Administrator for any of your personal information, we will share it with them only if:
 - you have already given your consent for the disclosure of this information to that third party; or
 - we have a legal or contractual duty to give the information to that third party; or
 - we need to share it with them for risk analytical or fraud detection, prevention or recovery purposes.
 9. The Fund and the Administrator may provide your personal information to any other entity within the Discovery Group with whom you or your dependant/s already have a relationship; or where you or your dependant/s have applied for a product, service or benefit from such entity. This information will be provided for the administration of your or your dependant/s products or benefits with other entities within the Discovery Group, and for fraud detection, prevention or recovery purposes.
 10. The Fund and Administrator may share and combine all your personal information for any one or more of the following purposes:
 - market, statistical and academic research; and
 - to customise our benefits and services to meet your needs.Information about you may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that all data about you that is shared with such third parties will be made anonymous to the extent possible and where appropriate. Note also that personal information will be made available to such third party only if that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of any academic research, you will not be identified by name.
If we want to share your personal information for any other reason, we will do so only with your permission.
 11. By accepting this privacy statement, you authorise the Fund and Administrator to obtain and share information about your creditworthiness with any credit bureau or credit providers’ industry association or industry body. This includes information about credit history, financial history, judgments, and default history. It also includes sharing of information for purposes of risk analysis, tracing and any related purposes.
 12. The Fund and Administrator have the right to communicate with you electronically about any changes to your health plan, including changes to your contributions or changes to the benefits you are entitled to on your health plan.
 13. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

6. Engen Medical Benefit Fund – Privacy Statement

How we will process and disclose your personal information and communicate with you (continued)

14. The Fund and Administrator have a duty to keep you updated about any offers and new products that are made available from time to time. The Fund, Administrator, any entity within the Discovery Group, and contracted third-party service providers, may communicate with you about these.

15. Please let the Administrator know if you do not wish to receive any direct telephonic marketing.

16. You have the right to know what personal information the Fund and Administrator holds about you. If you wish to receive this information please complete an 'Access Request Form', attached to the PAIA manual, on the Fund's website and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.

We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

17. You agree that the Fund and Administrator may keep your personal information until you ask us to delete or destroy it. You have the right to ask us to update, correct or delete your personal information, unless the law requires us to keep it. Where we cannot delete your personal information, we will take all practical steps to de-personalise it.

18. Where the Fund and Administrator are required by law to collect and keep personal information, we shall do so. We are required to collect and keep personal information in terms of the following laws:

- Medical Schemes Act, 1998
- The Consumer Protection Act, 2008
- The Protection of Personal Information Act, 2013
- Electronic Communications and Transactions Act, 2002
- Promotion of Access to Information Act, 2002

Legislation specific to Discovery Health (Pty) Ltd only:

- Financial Advisory and Intermediary Services Act, 2002
- Companies Act, 2008

19. You agree that the Fund and Administrator may transfer your personal information outside South Africa:

- to administer the International Emergency or Treatment Benefit and Africa Benefit; or

- if you give us an email address that is hosted outside South Africa; or
- for processing, storage or academic research; or
- to administer certain services, for example, cloud services.

When we share your information with a person (or company) outside South Africa, we will require of, such person (or company) to treat your information in a manner that complies with the requirements of that country and at least with the same level of protection as we are obliged to do in South Africa. Unless you specifically give us consent to share your personal information with such person (or company).

20. If the Fund or Administrator becomes involved in a proposed or actual amalgamation or merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of such an event, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.

21. The Fund or Administrator may change this Privacy Statement at any time. The current version will be available on the Fund website.

22. If you believe that the Fund or Administrator have used your personal information contrary to this Privacy Statement, we encourage you to first follow our internal complains process to resolve the complaint. We explain the complaints and disputes process on the website (www.engenmed.co.za). If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA.

Contact details for the Information Regulator are:

The Information Regulator (South Africa)

SALU Building

316 Thabo Sehume Street

PRETORIA

Ms Mmamoroke Mphelo

Tel: 012 406 4818

Fax: 086 500 3351

inforeg@justice.gov.za

Original hand signature required

Signature of main applicant

Please do not sign an incomplete application form

7. Engen Medical Benefit Fund rules for managing membership

Who “we” are

EMBF, registration 1572, registered with the Council of Medical Schemes.
Discovery Health (Pty) Ltd, registration number 1997/013480/07, the administrator and managed care organisation for the EMBF, and an authorised financial services provider

Rules for membership

The rules of the EMBF records your rights and responsibilities for your membership of the EMBF. They may change from time to time. You may ask us for a copy at any time.

When you sign this application, you confirm that you have read and understood the rules and you agree that you and, those for whom you apply, will be bound by them. Where applicable you also acknowledge and confirm that the financial adviser, you or your employer appointed, may communicate with us on this application and your membership to EMBF. You give permission that we may share your medical information and other relevant Personal Information about you and your dependant/s with your chosen financial adviser. The information will be shared so that he or she may contact us if necessary while we process your membership application.

Please speak to your financial adviser or one of our consultants should there be anything you do not understand.

Who you may apply for

You may apply to join EMBF on your own or together with other people – your spouse, your partner and people who are financially dependent on you as defined in the EMBF rules.

For anyone to be treated as financially dependent, you must have a responsibility to provide financially for that dependant. We might ask you to give us proof of financial or responsibility. You may be called the principal member or main member in our future communications to you.

Acting for others

You confirm you have the right to act for others

By signing this document, you confirm that:

- you have the right to administer the membership and to act for those on your membership in any matter relating to membership;
- you have received permission from your spouse and any dependant/s over 18 to act for them.

Giving and getting information

You must give true, correct and complete information

Information about you and those on your membership must be true, correct and complete. This includes the details given at during application stage in future dealings with us. It is important that you inform us of any medical condition, symptom or illness relating to you or those for whom you are applying, even if you do not consider it relevant to your application. We may ask for more information about those for whom you are applying if they are 18 years of age or older.

Your legal address

We will send documents to you at the address you indicated as the communication channel you prefer to be contacted on. If it is necessary to send you any legal notices or summonses, our legal team will serve these at the physical address you have given, or at any other address you have given us. It is your responsibility to make sure we have the correct address for you.

The Fund and Discovery Health (Pty) Ltd may record telephone calls

We may record telephone conversations with you and with those on

your membership. The recordings and all information we get during the recordings will be processed and kept as required by law.

The Fund and Discovery Health (Pty) Ltd may get information about you from other relevant sources

To consider your claim for medical expenses, you agree that we can get information about you and those on your membership from other relevant sources. These include any entity that is part of Discovery Limited, medical practitioners, financial advisers, credit bureaus or industry regulatory bodies. We may (at any time and on an ongoing basis) verify with the parties mentioned in this section that the information you give and in respect of any matter pertaining to or that arose during your membership of the Fund, is true, correct and complete. You give your permission that we may get any information that is relevant to from your employer.

Tell the Fund or Discovery Health (Pty) Ltd immediately if your information changes

You or your employer must inform us in writing if any of the information provided. This includes information about your health and the health of those on your membership. We need advance notice of any administrative changes such as cancellation of membership, as we do not accept backdated changes.

When the Fund may cancel your membership/s

The EMBF may cancel any memberships immediately, if you and those on your membership:

- do not give us information that later turns out to be relevant to your membership;
- give us any information that is not true, correct and complete;
- do not tell us about any relevant changes (including about your health and the health of those you apply for) when they occur.

About becoming a member

The Fund might not pay for certain expenses immediately after you become a member

The Fund may have waiting periods that apply in certain circumstances. This means there may be a set time period during which the Fund will not pay for claims related to any general or specific medical conditions. The Fund and Administrator will let you know if this applies to you or any of those on your membership

Dual membership of medical schemes

It is illegal to be a member of more than one medical scheme at the same time. You and those on your membership must terminate any other cover held.

You must ensure contributions are paid on time

Contributions

As the main member of the Fund, you are responsible for ensuring that your contributions and the contributions of those you apply for are paid on time every month to avoid suspension of benefits. The Fund has the right to amend monthly contributions and benefits from time to time.

Repaying money owed to the Fund

The Fund has the right at any time to collect from you any amount that you owe to the Fund. We will notify you if there is any amount that you owe to the Fund.

Any money you owe to the Fund may be deducted from any future claim payment amounts that are due to be paid to you and that your employer will contact you regarding possible salary deductions in respect of debt owed to the Fund.

Signature of main applicant

Original hand signature required

The main applicant must sign and date any changes

Date

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Please do not sign an incomplete application form. I confirm the information is accurate and complete.