

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 membership.

Your personal information refers to all personal information the Scheme or the Administrator has on you, or data subjects which are related to you or under your authority ("other data subjects") (as relevant). It includes:

- financial information;
- information about your health, race or ethnic origin, biometrics, criminal behaviour or religion;
- your gender;
- your age;
- unique identifiers such as your identity number or 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.
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 the Fund and Administrator require your acceptance of these terms and conditions, otherwise we cannot activate and 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 their membership 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 unauthorized 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 benefit option;
 - for the provision of managed care services to you on your benefit option;
 - for the provision of relevant information to a contracted third party who requires this information to provide a healthcare service to you on your benefit option;
 - to analyse risks, trends and profiles;
 - to share your personal information with external healthcare providers for the purposes of evaluating certain clinical information, in the event that you require medical treatment.

Examples of this include:

- i. Sharing your personal information with your chosen financial adviser during the membership application process to enable the Administrator to process your membership application;
 - ii. Obtaining and sharing your personal information with other relevant sources, including medical practitioners, contracted service providers, health information exchanges, 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;
 - iii. 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;
 - iv. Communicating with you about any changes to your benefit option, including changes to your contributions or the benefits you are entitled to on the benefit option you have chosen.
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. You consent and agree that:
- we may process your information, including personal information, to adhere to South African Legislative reporting obligations and to perform transaction monitoring activities;
 - we may communicate such personal information to local Regulatory Bodies as well as to other entities in the Discovery Group if any Legislative reportable matters are identified.
10. 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.
11. 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.
12. 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.
13. We have a duty to take all reasonably practicable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third party data sources.
14. 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.
15. The Fund and Administrator have the right to communicate with you electronically about any changes to your benefit option, including changes to your contributions or changes to the benefits you are entitled to on the benefit option you have chosen.
16. 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.

17. 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 Scheme, Administrator, any entity within the Discovery Group, and contracted third-party service providers, may communicate with you about these.

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

18. 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 www.lahealth.co.za, 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.

19. You also confirm that we may share, both within the Discovery Group and with our service providers, and combine all your personal information, including your unique identifiers, for any one or more of the following purposes directly or through a third party:

19.1 Market, statistical and academic research, including cross-company analytics;

19.2 To customise and enhance our benefits and services to meet your needs; and

19.3 To market our services to you.

20. You may opt out of Electronic Marketing by:

20.1 Logging into your profile on www.discovery.co.za or the Discovery App;

20.2 Following the unsubscribe prompts on the electronic marketing communication received;

20.3 By informing your appointed financial adviser.

21. We will store your personal information for the purpose of processing this request and action it as soon as reasonably possible.

22. 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.

23. 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

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

- 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).

25. 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.
26. The Fund or Administrator may change this Privacy Statement at any time. The current version is available on www.engenmed.co.za.
27. If you believe that the Fund or Administrator have used your personal information contrary to this Privacy Statement, we encourage you to first follow the Fund or Administrator's internal complaints process to resolve the complaint. We explain the complaints and disputes process on the website at 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:

The Information Regulator (South Africa)

JD House | 27 Stiemens Street | Braamfontein | Johannesburg

PO Box 31533 | Braamfontein | Johannesburg | 2001

PAIAComplaints@inforegulator.org.za and POPIAComplaints@inforegulator.org.za