

## Privacy Statement for Netcare Medical Scheme administered by Discovery Health (Pty) Ltd

This document reflects the Privacy Statement for Netcare Medical Scheme which is administered by Discovery Health (Pty) Ltd.

### Netcare Medical Scheme – Privacy Statement

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

#### Definitions

**The Scheme** refers to Netcare Medical Scheme, registration number 1584, registered with the Council for Medical Schemes.

**Administrator** refers to Discovery Health (Pty) Ltd, registration number 1997/013480/07, an authorised financial services provider.

**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 scheme plan.

**Your personal information** refers to all personal information the Discovery Group has on you, or persons which are related to you or under your authority (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 the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information to ensure that such processing is adequate, relevant and not excessive, given the purpose for which it is processed.

**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 Scheme and Administrator, you trust us with personal information about yourself, your family. 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. However, it is important to note that the Scheme and Administrator are required to notify you of all the reasons for processing your information.
3. The Scheme 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), as a result of your disclosure of your information to third parties.
4. You understand that when you include your spouse/partner and/or dependents on your application, we will process their personal information for the activation of the policy/benefit and to pursue their legitimate scheme-related interests. We will furthermore process their information for the purposes set out in this Privacy Statement
5. If you are giving consent on behalf of a person under the age of 18 years old (a minor), you confirm that you are a competent person and the duly authorized representative or the legal guardian of such minor, and that you have authority to give consent on their behalf.
6. You agree that the Scheme and Administrator may process your personal information for the following purposes:
  - for the administration of your membership with the Scheme;
  - for the provision of managed care services to you on your membership;
  - for the provision of relevant information to a third party that you have contracted with, who requires this information in order to provide a healthcare service to you on your membership;
  - to analyse risks, trends and profiles; and
  - to share your personal information with external health providers that you have contracted with, for the purposes of evaluating certain clinical information, in the event that you require medical treatment.

Examples of this include:

- i. Obtaining and sharing your personal information with 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; and
  - iii. Communicating with you about any changes in your membership, including changes to your contributions or changes to the benefits you are entitled to on the plan you have chosen.
7. If a third party asks the Scheme 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.

You hereby consent and agree that:

- we may process your information, including personal information and special personal information, to adhere to South African Legislative reporting obligations and to perform transaction monitoring activities; and
  - 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.
8. The Scheme 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, provided that you have already given your consent for the disclosure of this information. 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.
9. 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 strictly anonymous. 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 or any other unique identifier.
- If we want to share your personal information for any other reason, we will do so provided that we obtain your prior written consent.
10. By accepting this privacy statement, you authorise the Scheme and Administrator to 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.
11. The Scheme and Administrator have the right to communicate with you electronically about any changes to your membership, including changes to your contributions or changes to the benefits you are entitled to on the plan you have chosen. This may include SMS and email, as needed from time to time.
12. By accepting this privacy statement, 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:
- 12.1 Market, statistical and academic research, including cross-company analytics;
  - 12.2 To customise and enhance our benefits and services to meet your needs; and
  - 12.3 To market our services to you.
13. You may opt out of Electronic Marketing by:
- 13.1 Logging into your profile on [www.netcaremedicalscheme.co.za](http://www.netcaremedicalscheme.co.za) or via the Discovery App;
  - 13.2 Following the unsubscribe prompts on the electronic marketing communication received; or
  - 13.3 By informing your appointed financial adviser.
- We will store your personal information for the purpose of actioning this request and will action it as soon as reasonably possible.
14. The Scheme and Administrator may process your personal 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 to the Scheme or Administrator.

15. The Scheme and Administrator will keep you updated about any offers and new products that are made available, by the Scheme and Administrator, from time to time. The Scheme, Administrator, any entity within the Discovery Group and/or contracted third-party service providers, may communicate with you.
16. Please let the Administrator know if you do not wish to receive any direct telephonic marketing.
17. You have the right to know what personal information the Scheme and Administrator holds about you. If you wish to receive this information please complete an '[Access Request Form](#)', attached to the [Access to Information manual](#), on <https://www.netcaremedicalscheme.co.za/portal/netcare/privacy> and specify the information that you would like to receive. We will take all reasonable steps to confirm your identity before providing details of your personal information to you.

The Administrator is entitled to charge you a fee for this service, which you shall be advised of at the time of your request.

18. The Scheme and Administrator may keep your personal information until you ask us to delete or destroy it. This is unless the law allows us to keep it or where we deem it necessary to keep for the pursuit of the Scheme or the Administrator's legitimate business purposes. Where we cannot delete your personal information, we will take all steps to make it anonymous
19. Where the Scheme 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 ("**POPIA**");
  - Electronic Communications and Transactions Act, 2002; and
  - Promotion of Access to Information Act, 2002.

Legislation specific to Discovery Health (Pty) Ltd only:

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

20. You agree that the Scheme and Administrator may transfer your personal information outside South Africa, in encrypted/coded format only:
  - 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 a minimum, at the same level of protection as we are obliged to do in South Africa, in terms of South African data protection legislation and regulations.

The above shall apply, unless you specifically state otherwise in writing, thereby refusing to give the Administrator consent to share your personal information with such person (or company).

21. If the Scheme or Administrator becomes involved in a proposed or actual amalgamation, merger, acquisition or any form of sale of any assets, you hereby permit us to have the right to share your personal information with third parties in connection with the transaction only,

provided that all necessary confidentiality undertakings are in place. In the case of such amalgamation, merger, acquisition or sale, the new entity / third party will have access to your personal information, and the terms of this Privacy Statement will continue to apply in respect thereto.

22. The Scheme or Administrator may change this [Privacy Statement](#) at any time. The current version is available on [www.netcaremedicalscheme.co.za/portal/netcare/privacy](http://www.netcaremedicalscheme.co.za/portal/netcare/privacy)
23. If you believe that the Scheme or Administrator have used your personal information contrary to this Privacy Statement, we encourage you to first follow our internal complaints process to resolve the complaint or contact the Scheme's Information Officer, refer to the Privacy page on the Scheme website ([www.netcaremedicalscheme.co.za/portal/netcare/privacy](http://www.netcaremedicalscheme.co.za/portal/netcare/privacy)) . If thereafter you feel that we have not resolved your complaint adequately, kindly contact the Information Regulator.

Contact details for the Information Regulator are:

**The Information Regulator (South Africa)**

JD House | 27 Stiemens Street | Braamfontein | Johannesburg | PO Box 31533 | Braamfontein | Johannesburg |2001 | [POPIAComplaints@info regulator.org.za](mailto:POPIAComplaints@info regulator.org.za) or [PAIAComplaints@info regulator.org.za](http://PAIAComplaints@info regulator.org.za).

## Netcare Medical Scheme rules for membership

### 1. *Who “we” are*

Netcare Medical Scheme, registration no 1584, registered with the Council for Medical Schemes. Discovery Health (Pty) Ltd, registration number 1997/013480/07, the administrator and managed care organisation for Netcare Medical Scheme, an authorised financial services provider.

### 2. *Rules for membership*

The rules of Netcare Medical Scheme records your rights and responsibilities for your membership of Netcare Medical Scheme. They may change from time to time. You may ask Netcare Medical Scheme 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 you or your employer appointed, may communicate with us on this application and your membership to Netcare Medical Scheme. 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 employer if there is anything you do not understand.

### 3. *Acting for others*

You may apply to join Netcare Medical Scheme on your own or together with other people – your spouse, your partner and people who are financially dependent on you as defined in the Netcare Medical Scheme rules. For anyone to be treated as financially dependent for this application, you must be responsible for providing financially for that dependant. We might ask you to provide us with proof of financial responsibility. You will be referred to as the principal member or main member in our future communications to you.

#### **You confirm you have the right to act for others**

By signing this document, you confirm that:

- You have the right to apply for membership and to act for those for whom you are applying in any matter relating to this application;
- You have received permission from your spouse and any dependant/s over 18 to act on their behalf in any matter relating to this application; and
- In the event that you are signing on behalf of a minor (person younger than 18 years old) that you are a competent person and authorised to sign on their behalf.

### 4. *Giving and getting information*

#### **You must give true, correct and complete information**

To consider your application for membership, Netcare Medical Scheme must learn more about you and those for whom you apply. This information must be true, correct and complete. This includes the details you provide in this application form and 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 selected as the communication channel at which you prefer to be contacted. If it is necessary to send you any legal notices or summonses, our legal team will serve these at the physical address you have provided, or at any other address you have supplied. It is your responsibility to make sure we have the correct address for you.

#### **Netcare Medical Scheme and the administrator may record telephone calls**

Netcare Medical Scheme and the administrator may record telephone conversations with you and with those for whom you are applying. The recordings and all information we obtain during the recordings will be processed and retained as required by law.

### **We may get information about you from other relevant sources**

To consider your application for membership, conduct underwriting or risk assessments or to consider a claim for medical expenses, you agree that we may obtain information about you and those for whom you are applying 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 provide on this application and in respect of any matter pertaining to or that arises during your membership of Netcare Medical Scheme, is true, correct and complete. You give your permission that we may obtain any information that is relevant to your application and membership from your employer.

### **Inform us immediately if your information changes**

You or your employer must inform us in writing should any of the information you have provided, in your application for membership, changes between the day you sign this document and the day your membership commences. This includes information regarding your health and the health of those for whom you apply. If at any stage you become a direct paying member, we require advance notice of any administrative changes such as cancellation of membership, as we cannot accept backdated changes.

### **5. *When Netcare Medical Scheme may cancel your membership/s***

Netcare Medical Scheme may suspend or cancel any membership immediately, if the member or dependant/s on the membership is found guilty of abuse of privilege of the Scheme. It is very important for the member and dependant/s to provide true, correct and complete information on the application form and in their dealings with the Scheme.

### **6. *Becoming a member***

#### **Netcare Medical Scheme might not pay for certain expenses immediately after you become a member**

Netcare Medical Scheme may have waiting periods that apply in certain circumstances. This means there may be a set time period before Netcare Medical Scheme begins paying for any general or specific medical conditions. Please speak to your employer or one of our consultants to find out if waiting periods apply to your membership and the memberships of those for whom you are applying.

#### **Resign from your current medical schemes when accepted**

It is illegal to be a member of more than one medical scheme at the same time. You and those for whom you are applying must resign from your current medical scheme/s when you receive notice from Netcare Medical Scheme by letter, email or SMS informing you that you and those for whom you have applied have been accepted.

### **7. *Contributions***

As the main member of Netcare Medical Scheme, 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 Scheme has the right to amend monthly contributions and benefits from time to time.

### **8. *Repaying money owed to the Scheme***

Netcare Medical Scheme has the right at any time to collect from you any amount that you owe to the Scheme. We will notify you should there be any such amount owed to the Scheme.