

## Privacy Statement for TFG Medical Aid Scheme administered by DiscoveryHealth (Pty) Ltd

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 4 of 2013.

### Definitions

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

**Competent Person** refers to anyone who is legally competent to consent to any action or decision being taken on any matter concerning a member or dependant, for example a parent or legal guardian.

**Discovery Group** refers to Discovery Limited, registration number 1999/007789/06, including all subsidiaries of the group as defined in the Companies Act, 2008.

**Personal Information** refers to personal information about You. It can include information about Your title and name, health, financial status and/or banking information, marital status, gender, age, ethnic group, nationality, language, contact numbers or email addresses and postal and/or street addresses or any other form of personal information as defined in the Protection of Personal Information Act 4 of 2013, which TFGMAS or the Administrator may reasonably require to offer or render its services/products to You (to the extent that TFGMAS or the Administrator is permitted in law to do so and where You have not objected thereto).

**Process(ing)** refers to the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting Personal Information.

**The Scheme or TFGMAS** refers to TFG Medical Aid Scheme, registration number 1578, registered with the Council for Medical Schemes.

**Us, We or Our** refers to the Scheme and the Administrator jointly.

**You, Yourself and Your** refers to you, the TFGMAS main member, and includes Your registered spouse and/or dependants (if any) on Your TFGMAS plan.

1. When You apply to become a member of TFGMAS and when You engage with Us from time to time, You choose to provide Us with Personal Information. We are committed to taking all reasonable steps to protect Your right to privacy and Your Personal Information that You provide to Us.
2. You have the right to object to the Processing of Your Personal Information and You have a choice whether or not to accept the terms and conditions contained in this Privacy Statement, however, it is important to note that We require Your acceptance of these terms and conditions in order to activate and/or service Your TFGMAS membership.
3. We will take all reasonable steps to keep Your Personal Information confidential. We have physical, technological and procedural security safeguards in place and will use Our best endeavours to protect Your Personal Information.
4. You may have given us this information Yourself, or We may have collected it from other sources ("Sources") with whom You have shared Your Personal Information. You indemnify Us against any losses You may sustain as a result of Sources not protecting Your Personal Information.
5. You understand that when You include Your spouse and/or dependants on Your application, We will

Process their Personal Information in accordance with this Privacy Statement. You warrant that when You give Us Personal Information about Your spouse and/or dependants, You have received their permission to share their Personal Information with Us for the purposes set out in this Privacy Statement. You indemnify Us against any claims resulting from the sharing of Your spouse and/or dependants' Personal Information without Your spouse and/or dependants' consent.

6. If You are giving consent for a person under 18 (a "Minor"), You confirm that You are a Competent Person in relation to said Minor.
7. You agree that We may Process Your Personal Information for the following purposes:
  - for the administration of Your TFGMAS health plan;
  - to provide You with managed care services on Your TFGMAS health plan;
  - to share Your Personal Information with external health specialists to enable them to assess or evaluate certain clinical information in the event that You are subject to such a clinical assessment under Your TFGMAS health plan;
  - to comply with South African statutory reporting obligations; and
  - any other reasonably required purpose relating to the administration of Your chosen TFGMAS health plan and/or Your application to join TFGMAS.

Examples of the above purposes may include, but are not limited to:

- I. Obtaining 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 health status;
  - II. Communicating with You about any changes in Your TFGMAS health plan, including changes to Your contributions or changes to the benefits You are entitled to on the TFGMAS health plan You have chosen; and
  - III. Transferring Your Personal Information outside the borders of the Republic of South Africa in order to give effect to Your TFGMAS health plan, or if You provide an email address which is hosted outside the borders of the Republic of South Africa.
8. You agree that We may share Your Personal Information with a third party contracted to Us who requires Your Personal Information to provide a healthcare service to You in terms of Your TFGMAS health plan, and with a third party contracted by Us to effect the administration of Your TFGMAS health plan, for example, to facilitate digital annual general meetings.

We will only share Your Personal Information with a third party if:

- You have given Your consent for the disclosure of Your Personal Information to that third party; or
- We have a legal or contractual duty to give Your Personal Information to that third party, or
- We need to share it with them for risk analysis or fraud detection, prevention or recovery purposes.

We will ensure that anyone with whom We share Your Personal Information on the terms included in this Privacy Statement agrees to treat Your Personal Information with the same level of protection as We are obliged to.

9. You agreed that We may provide Your Personal Information to any other entity within the Discovery Group with which You have applied for a product, service or benefit and where such application includes Your express consent for said entity within the Discovery Group to request Your Personal Information from Us, and for Us to release Your Personal Information to said entity.
10. You agree that We may share Your Personal Information with third parties with whom We have contracted, such as academics and researchers, whose research is required to evaluate Our service to You. We will ensure that all Personal Information about You that is shared with such third parties will be made anonymous to the extent possible. If We publish the results of any academic research, You will not be identified by name in any such publication.
11. By accepting this Privacy Statement, You authorise Us to obtain and share Personal Information about Your creditworthiness with any credit bureau or credit providers' industry association or industry body. This includes Personal Information about credit history, financial history, judgments, and default history. It also includes sharing of Personal Information for purposes of risk analysis and tracing.
12. You agree that We may communicate with You electronically about any changes to Your TFGMAS health plan, including changes to Your contributions or changes to the benefits You are entitled to on the TFGMAS health plan You have chosen.
13. You agree that 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 a decision made about You by sending Your query to [privacy@discovery.co.za](mailto:privacy@discovery.co.za).
14. The Scheme has a duty to keep You updated about any offers relevant to You that are made available from time to time. You agree that the Scheme may communicate with You in this regard.
15. You may inform the Administrator if You wish to receive any direct telephonic marketing about the Administrator's products and services.
16. You have the right to know what Personal Information We hold about You. If You wish to receive copies of documents containing Your Personal Information, please complete an 'Access Request Form', attached to the PAIA manual, on [www.tfgmedicalaidscheme.co.za](http://www.tfgmedicalaidscheme.co.za). We are entitled to charge a reasonable fee for this service and We will let You know what the fee is at the time of Your request.
17. You agree that We may keep Your Personal Information until You ask Us to delete and/or destroy it, unless the law requires Us to keep it. You have the right to ask Us to update or amend Your Personal Information.
18. If the Scheme or Administrator becomes involved in a proposed or actual amalgamation or merger, acquisition or any form of sale of any assets, We may 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.
19. We may change this Privacy Statement from time to time. The current version is available on [www.tfgmedicalaidscheme.co.za](http://www.tfgmedicalaidscheme.co.za).
20. If You believe that the Scheme or Administrator have used Your Personal Information contrary to this Privacy Statement, We request that You first follow Our internal complaints procedure to resolve the

complaint. We explain the complaints and disputes process on the website [www.tfgmedicalaidscheme.co.za](http://www.tfgmedicalaidscheme.co.za). If You are not satisfied with the outcome of Your complaint, You have the right to lodge Your complaint with the Information Regulator, under the Protection of Personal Information Act 4 of 2013.

21. Contact details for the Information Regulator are:

The Information Regulator (South Africa)

JD House

27 Stiemens Street

Braamfontein

Johannesburg

2001

[PAIAComplaints@inforegulator.org.za](mailto:PAIAComplaints@inforegulator.org.za) and

[POPIAComplaints@inforegulator.org.za](mailto:POPIAComplaints@inforegulator.org.za)