

PROTECTION OF PERSONAL INFORMATION – TERMS AND CONDITIONS

Your health insurance provider wants to empower all of its members to make the best healthcare decisions and optimise your cover, to ensure that each member has a rounded health insurance solution.

To ensure that your access to health insurance solutions, your health insurance provider and its contracted third parties require you to disclose your **Personal and Health Information**.

Your consent, along with that of your dependents registered on your policy, to the disclosure of your Personal and Health Information is protected by the Protection of Personal Information Act, 4 of 2013 (which came into effect on 1 July 2020) and will be governed by all applicable Data Protection Legislation of the Republic of South Africa.

Your health insurer acknowledges the great importance of your **personal health information** and recognises that you may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with Protection of Personal Information Act, 4 of 2013 and the applicable Data Protection Legislation.

In the circumstances, your health insurer undertakes to continue maintaining the privacy, safety and integrity of your Personal and Health Information, as it has always done. We will not sell, rent or provide your personal information to unauthorised entities or other third parties for their independent use, without your consent.

1. Definitions:

- 1.1. **“Administration Services”** means the process of running the health insurance including but not limited to the management of personal information captured and

processed pertaining to member information and requests, transfer of information to member portals, processing of benefits, facilitating of payments to healthcare providers and any other services that is included in the administration with your health insurer;

- 1.2. **“Administrator”** means Essential Medical (Pty) Ltd an Authorised Financial Service provider (FSP No: 42980) in terms of the Financial and Intermediary Services Act of 2002. “
- 1.3. **“Applicable Data Protection Legislation”** any of the following, from time to time, to the extent it applies to a Party –
 - 1.3.1. any statute regulation, policy, by-law, directive, notice or subordinate legislation (including treaties, multinational conventions and the like having the force of law);
 - 1.3.2. the common law;
 - 1.3.3. any binding court order, or judgment;
 - 1.3.4. any applicable industry code, policy or standard enforceable by law;
 - 1.3.5. any applicable direction, policy or order that is given by a regulator; or
 - 1.3.6. any scheme rules applicable to health insurers and/or mandates and approvals.
- 1.4. **“Beneficiary”** means a registered member or dependent of the health insurance entitled to benefits that you have subscribed for;
- 1.5. **“Biometrics”** means a technique of personal identification that is based on physical, physiological or behavioral characterisation including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition;
- 1.6. **“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;

- 1.7. **“Contracted Third Parties”** means any carefully appointed providers of various services required by your health insurer to fulfil its contractual obligations relating to your overall contract of membership, with whom your health insurer has concluded legally binding and enforceable agreements which are subject to confidentiality and non-disclosure terms and conditions, which shall include but not be limited to designated service providers, selected service providers, Health Information Exchange providers, information technology and communications providers, specialist professional advisors etc;
- 1.8. **“Consent”** means your voluntary, specific and informed expression of will in terms of which you give us permission to process your personal health information;
- 1.9. **“Dependent”** means any person who is recognised as dependent of a Main Member under the scheme rules and is eligible for benefits covered by the health insurer;
- 1.10. **“Designated Service Provider”** means a health care provider or group of providers selected by the health insurer concerned as the preferred provider or providers to provide any of its members the diagnosis, treatment and care in respect of one or more benefits;
- 1.11. **“Effective Date”** means the date on which your membership with your insurer commenced;
- 1.12. **“Emergency”** means the sudden and, at the time, unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person’s life in serious jeopardy;
- 1.13. **“Health-Information Exchange”** means the electronic health information exchange established and managed by your health insurer’s contracted third parties to facilitate the exchange of clinical data (including Personal and Health Information) by healthcare providers, healthcare professionals and/or health insurers;

- 1.14. **“Managed Health Care Services”** means clinical and financial risk assessment and management of health care, with a view to facilitating appropriateness and cost effectiveness of relevant health services within the constraints of what is affordable, through the use of rules-based and clinical management-based programmes;
- 1.15. **“Member”** means any person who has been enrolled or admitted as a principal member / of the health insurance;
- 1.16. **“EssentialMed”** means Essential Medical (Pty) Ltd , with registration Number 2011/11699/07 registered as a Financial Service Provider(FSP no: 42980) and an Underwriting Management Agent on behalf of the insurer, African Unity Life (FSP No: 8447)
- 1.17. **“Personal and Health Information”** means information that identifies or relates specifically to you, all your dependents, and if applicable, your employees. It shall include but not be limited to all your unique identifiers, biographic information, financial information, health or medical information biometric information, and benefit option plan information;
- 1.18. **“Processing of information”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 1.18.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.18.2. dissemination by means of transmission, distribution or making available in any other form; or
 - 1.18.3. merging, linking as well as blocking, degradation, erasure or destruction of information;
- 1.19. **“POPIA”** means Protection of Personal Information Act, 4 of 2013;

- 1.20. **“Permitted Purposes”** means the purposes that are more fully described in clause 2 of these Privacy Terms and Conditions;
- 1.21. **“Selected Healthcare Providers”** means all healthcare providers, with a valid practice number, who have treated you or your dependent in the last 12 months preceding the date of your application for or who are treating you or your dependent during your membership with us;
- 1.22. **“Site”** means collectively your health insurer’s website, administrator’s website, mobi-sites and applications, including, without limitation, affiliated websites and the member portals;
- 1.23. **“Users”** means you and any of your dependent who access the site;
- 1.24. **“We”, “us”, “our”** means your health insurer, its administrator and managed health care organisation;
- 1.25. **“You” and “your”** means the user of healthcare services provided and/or your legal guardian flowing from your contract of membership with your health insurer;

2. Permitted Purposes

- 2.1. The purposes for which your Personal and Health Information will be processed by your health insurer, administrator, managed health care organisation and contracted third parties are as follows:
- 2.1.1. assessing the risk to be covered by your health insurer.
- 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to your health insurer in the course of processing an application for membership or a benefit or processing a claim.
- 2.1.3. the performance of administration services and relevant managed healthcare services and the enforcement of related contractual rights and obligations flowing from your membership.

2.1.4. activate your enrolment and participation on the Health Information Exchange in order to:

2.1.4.1. improve the quality, safety and efficiency of the healthcare that you receive, through an increased administrative and clinical information interchange process, whilst still protecting your privacy; and

2.1.4.2. share your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for your benefit.

2.1.5. collect all information relating to your diagnosis, treatment and care at any healthcare establishment and by any healthcare service provider.

2.1.6. the prevention and risk management initiatives of your health insurer established to deal with fraud, waste and abuse of your healthcare benefit in accordance with your benefit option plan;

2.1.7. the storage of your Personal and Health Information in a secure cloud based storage facility; and,

2.1.8. the marketing of any value-add services by our contracted third parties.

2.2. You also authorise your health insurer 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, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.

3. Use and Purpose of Processing Personal and Health Information

3.1. You agree that your health insurer, Administrator and contracted third parties (in our respective capacities as responsible parties and/or operators party under POPIA and Data Protection Legislation) to use, and/or Process your Personal and Health Information for any of the Permitted Purposes.

3.2. You acknowledge that you are giving your consent voluntarily without being forced, influenced, pressured or harassed to do so.

- 3.3. You are entitled to withhold, withdraw, change or revoke your consent relating to processing of your Personal and Health Information for the Permitted Purpose, however you acknowledge that if you do so, we may not be able to provide you with certain services relating to the Permitted Purpose or otherwise. If you wish to withhold, withdraw, change or revoke your consent please contact us at **consent@essentialmed.co.za**
- 3.4. You have the right to inform us when you do not want to receive any direct-marketing automated information.
- 3.5. You can revoke consent for any specific healthcare provider, or any other person or provider that has access to your Personal and Health Information, at any time by contacting your health insurer or by accessing your Site. As soon as this information is captured and updated your Personal and Health Information will no longer be shared.
- 3.6. You have the right to request a copy of the Personal and Health Information that we have stored about you and to raise any queries regarding any issue pertaining to the processing of such information. Please contact your health insurer Client Service Call Centre and the Site to find out how.

4. Disclosure of Personal Information to third parties

- 4.1. You consent to the transfer of your Personal and Health Information to your health insurer's administrator, managed health care organisation, contracted third parties who will be able to process your Personal and Health Information for the Permitted Purposes.
- 4.2. Your health insurer's contracted service providers may be located outside of the Republic of South Africa. Where we transfer your Personal and Health Information outside of the Republic of South Africa, we undertake to comply with all applicable

Data Protection Legislation relating to the international transfer of Personal and Health Information.

- 4.3. You further consent to us collecting your Personal and Health Information from other sources in circumstances where it may be reasonably necessary for the Permitted Purpose or with another lawful purpose that relates to a function or activity of your health insurer.
- 4.4. You understand our undertaking to keep your Personal and Health Information confidential and to not disclose such records to third parties unless –
 - 4.4.1. we are required by law to make such disclosure;
 - 4.4.2. you consent to such disclosure; or
 - 4.4.3. the disclosure is necessary to deal with an Emergency.
- 4.5. Your health insurer and the Administrator will provide your Personal and Health Information to any contracted third parties with whom you or your dependent/s already have a relationship; or where you or your dependent/s have applied for a product, service or benefit from such contracted third parties. This information will be provided for the administration of you or your dependent/s products or benefits with these parties.
- 4.6. Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa. We will ensure that the academics and researchers keep your Personal and Health Information confidential and all data will be made anonymous to the extent possible and where appropriate. No Personal and Health Information will be made available to a third party unless that third party has agreed to be bound by our confidentiality policies. In all instances pertaining to academic research and statistics, you shall not be identifiable.

5. Independent Consent of Dependents

- 5.1. Your health insurer requires the consent of each Dependent that is registered under the membership of a Principal Member.
- 5.2. A dependent must furnish the health insurer with his or her current contact information, including physical and postal address, telephone or cellular number, and e-mail address. If you are a Dependent of this health insurer, you will be required to provide your health insurer with your consent individually. When you give us your consent as a Dependent, your consent shall be governed by these Terms and Conditions.
- 5.3. If you are the Principal Member providing us with your Dependent(s) Personal and Health Information, you warrant that you have the legally appropriate permission to disclose their Personal and Health Information to your health insurer for the Permitted Purpose. Your health insurer shall require written proof that you have the authority to give consent as contemplated in this paragraph.
- 5.4. If you are a Competent Person signing the Consent Form on behalf of a Dependent please note that we will process your Dependent's Personal and Health Information only in relation to the Permitted Purposes.
- 5.5. In exceptional cases we may be required by the law to disclose yours and your Dependent's Personal and Health Information to third parties.

6. Security measures and storage

- 6.1. We will take appropriate reasonable technical and organisational measures to protect the integrity and security of your Personal and Health Information. This includes taking reasonable steps to protect your Personal and Health Information under our control from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.
- 6.2. We will retain and archive your Personal and Health Information for as long as is legally required. Where we no longer require the Personal Information, we will destroy or de-identify the information, unless retention is required by law.

- 6.3. Your Personal and Health Information will be stored in our secure internal servers which meet internationally recognised information security standards and duly comply with POPIA and all Applicable Data Protection Legislation.

7. Updating Personal and Health Information

- 7.1. You confirm that all Personal and Health Information provided to the health insurer at the time of enrolment or activation of your application for medical aid is true and correct.
- 7.2. Your health insurer endeavours to ensure that the Personal and Health Information it holds is accurate, complete and up to date. However, the accuracy of the information depends to a large extent on the information which you provide to us. Therefore, it is your responsibility to promptly inform us where there is a change to your Personal and Health Information and we will not be liable for any loss you suffer due to inaccuracies in the data provided to us or your failure to update your Personal and Health Information.

8. Changes by the health insurer

We may amend these terms and conditions at any time without prior written notice to you. We recommend that you regularly check and familiarise yourself with the updated terms and conditions. The most updated version will always be available at our branches or on the Site www.essentialmed.co.za

9. Value Add Products

- 9.1. Your consent is required for your health insurer to share and combine all your Personal and Health Information for any one or more of the following purposes:
 - a. marketing, statistical and academic research; and
 - b. to customise any value add products and services suitable to your needs.

- 9.2. Do you give permission for your health insurer, contracted third parties and administrator to provide you and your dependents with information about insurance and products which have been procured on your behalf by your health insurer?
- 9.3. Do you give permission to your health insurer to share your and your dependents' Personal Information – but not your healthcare information, unless separately authorised by yourself – with the your administrator and contracted third parties?

10. Communication with you

- 10.1. It is your responsibility to provide your health insurer with your updated contact information such as your postal and physical address, e-mail address, telephone or cellular phone number in order for your health insurer to keep you informed on any developments of its service obligations to you and the changes of these Terms and Conditions.
- 10.2. We will use your updated contact information as it appears on our records to:
 - a. send you the latest developments on your benefit option plans, claims, available benefits, tax certificates, and any relevant information which may be of interest to you in relation to your membership.
 - b. give you access to your Personal and Health Information, in the event that you have requested for it.
 - c. only with your consent, to send you direct marketing material in respect of any value-add services and products.
 - d. send you notifications on any developments concerning your Personal and Health Information with us.

11. Complaints

- 11.1. If you believe that we have used your personal information contrary to these Terms and Conditions, you must first attempt to resolve any concerns with us.
- 11.2. **You will be required to complete the Complaints Lodgement Form and send it to complaints@essentialmed.co.za**

General contact details

Company name	EssentialMED
Postal address	P O Box 6153 Somerset Mall 7137
Physical address	15 Gardner Williams Avenue Somerset West
Telephone number	0861 70 70 70

- 11.3. If you are still not satisfied after this process, you have the right to lodge a complaint with the Information Regulator using the contact details below:

The Information Regulator (South Africa),
SALU Building, 316 Thabo Sehume Street, Pretoria
Ms Mmamoroke Mphelo, Tel: 012 406 4818
Fax: 086 500 3351, infoereg@justice.gov.za