

7. 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 the dependants on the medical scheme which may include your spouse, children and other dependants as the case may be.

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 the automated or manual activity of collecting, recording, organising, 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 Scheme and Administrator, you entrust us with personal information about yourself, your family, and in some cases, your employees. We are committed to protecting your right to privacy.
2. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in a manner that is compliant, ethical, adheres to industry best practice and applicable protection of personal information legislation as enacted from time to time.
3. 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 endeavor 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.
4. 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 Scheme and Administrator require your acceptance to activate and service your medical scheme membership. If you do not accept these terms and conditions, we cannot activate and service your medical scheme membership.
5. 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).
6. You understand and / or acknowledge that when you include your spouse and/or dependants 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.
7. Each party accepts responsibility to the extent that the processing activities of personal information fall under the control of that party and agrees to indemnify the other party/ies against any loss or damage, direct or indirect, that an employee may suffer because of any unauthorised use of the employees' personal information or if a breach of the employees' personal information occur, but only if the processing of that personal information is controlled by that party.
8. 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.

9. You agree that the Scheme and Administrator may process your personal information for the following purposes:
 - To verify the accuracy, correctness and completeness of any information provided to the Scheme and Administrator in the course of processing an application for membership or providing services related to the membership;
 - 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 profile and analyse risk;
 - to share your personal information with external health providers for them to assess or evaluate certain clinical information, in the event that you are subject to such a clinical assessment.

Examples of how this will happen include:

- I. Sharing your personal information with your chosen financial adviser during the application process to help the Administrator, if necessary, while we 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 consider 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 from and sharing with your employer information that is relevant to your application;
- IV. Communicating with you about any changes in your health plan, including your contributions or changes and enhancements to the benefits you are entitled to on the health plan you have chosen;

Transferring your personal information outside the borders of the Republic of South Africa where appropriate, for example to administer international emergency or treatment benefit and Africa Benefit, or if you provide an email address which is hosted outside the borders of South Africa, or for processing, storage or academic research. We will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to. 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.
10. You consent and agree that:
 - We may process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists and to perform transaction monitoring activities;
 - We may communicate such personal information to local and international Regulatory Bodies as well as to other entities in the Discovery Group if you are matched to one of these sanctions lists.

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

11. The Scheme and the Administrator will 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.
12. The Scheme 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.
- Your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We ensure that the academics and researchers will keep your personal information confidential and all data will be made anonymous to the extent possible and where appropriate. No personal information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this 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. By signing this application form, you authorise the Scheme 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.
14. 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.
15. The Scheme and Administrator have the right to communicate with you electronically about any changes on your health plan, including your contributions or changes and improvements to the benefits you are entitled to on the health plan you have chosen.
16. The Scheme 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.
17. You may opt out of Electronic Marketing on www.discovery.co.za or the Discovery App. We will store your personal information for the purpose to action this request and action it as soon as reasonably possible.
18. 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 PAIA manual on www.netcaremedicalscheme.co.za/portal/individual/netcare-paia 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. 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 agree that the Scheme 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.
20. Where the Scheme and Administrator are required by law to collect and keep personal information, we shall do so. At a minimum, this includes the following:
- 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
21. You agree that the Scheme and Administrator may transfer your personal information outside South Africa:
- if you give us an email address that is hosted outside South Africa; or
 - to administer certain services, for example, cloud services.
- When we share your information to administer certain services, we will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.
22. If the Scheme or Administrator becomes involved in a proposed or actual amalgamation, transfer or merger, acquisition or any form of sale of any assets, as appropriate, 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.
23. The Scheme may change this Privacy Statement at any time. The current version is available on www.discovery.co.za.
24. If you believe that the Scheme or Administrator have used your personal information contrary to this Privacy Statement, you have the right to lodge a complaint with the Information Regulator, under POPIA, but we encourage you to first follow our internal complaints process to resolve the complaint. We explain the complaints and disputes process on the website www.discovery.co.za.
- Contact details for the Information Regulator:
The Information Regulator (South Africa)
SALU Building
316 Thabo Sehume Street
Pretoria
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

8. 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 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 dependants over 18 to act on their behalf in any matter relating to this application.
- 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 fraud or deliberate misuse of benefits or abuse of privilege of the Scheme. It is very important for the member and dependants 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. If you pay your own contribution, you will be able to identify the debit order as NETCARECON will be used as a reference.

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. You will be able to identify the debit order for the money owing to the Scheme on your bank statement, the reference number NETCARECLA will be used.

Signature of main applicant

Original hand signature required

Date

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**The main applicant must sign and date any changes
Please do not sign an incomplete application form
I confirm the information is accurate and complete**