

INFORMED CONSENT - TERMS AND CONDITIONS

Your medical scheme wants to empower all of our members to make the best possible healthcare decisions and optimise your medical scheme benefits, to ensure that each beneficiary has a rounded healthcare solution.

In order to ensure we provide all of our beneficiaries with a rounded healthcare solution, we have developed managed healthcare programmes and healthcare initiatives that will facilitate the enhanced management of each beneficiary's healthcare needs with us, healthcare providers, healthcare facilities and all third parties involved in the management of a member's healthcare solution.

All members who want to participate in the enhanced value-added benefits are required to provide us with informed consent to be enrolled on the programmes and participate in the initiatives, such as the Electronic Health Record ("EHR").

The EHR is a digital platform that contains the personal and health information of each beneficiary and once the beneficiary has consented to participate in the platform, the beneficiary's EHR will be activated. This means the beneficiary's selected healthcare providers, the medical scheme and the beneficiary will have access to their personal and health information at their fingertips. The member is, at all times, in control of the administration of his/her EHR, meaning the member controls who he/she wants to share his/her information with, and who can access, view or collect his/her personal and health information.

Any member who wants to participate in the EHR or any other managed healthcare programme is required to provide us with the consent to enrol or participate in the programme, after they have read, understood and accepted these terms and conditions. We need the express consent to collect your personal and health information, process your information, use your information and share your personal and health information.

The consent that is provided to us, is given on behalf of yourself, your minor dependants and adult dependants who are unable to provide their own consent, and any other dependant registered on your membership, where you acknowledge and warrant that you have their permission to give such consent.

TERMS AND CONDITIONS OF PROCESSING PERSONAL INFORMATION

1. Definitions

- 1.1 **'We', 'us', 'our'** means OMSMAF.
- 1.2 **'You' and 'your'** means the user of healthcare services provided and/or your legal guardian.
- 1.3 **'Personal information'** means information that identifies or relates specifically to you, which shall include all health and medical information, personal identification information and benefit information.
- 1.4 **'Selected healthcare providers'** means all healthcare providers, with a valid practice number, who have treated you or your dependant(s) in the last 12 months preceding the date of your EHR being activated and personal and health information uploaded to your EHR.
- 1.5 **'Beneficiary'** means a registered member or dependant of OMSMAF entitled to benefits.

- 1.6 **'Member'** means a person who has been enrolled or admitted as a member of a medical scheme, or who, in terms of the rules of a medical scheme, is a member of such medical scheme.
- 1.7 **'Dependant'** means the spouse or partner, dependent children or other members of the member's immediate family in respect of whom the member is liable for family care and support; or any other person who, under the rules of a medical scheme, is recognised as a dependant of a member;
- 1.8 **'POPI'** means Protection of Personal Information Act, 4 of 2013.

2. Conditions of access

2.1 Your consent applies to:

- 2.1.1 the Member zone
- 2.1.2 any OMSMAF apps
- 2.1.3 any third party website or mobile application licensed to us
- 2.1.4 managed healthcare programmes
- 2.1.5 marketing of medical scheme products, and
- 2.1.6 activating and populating your EHR.

3. Maintenance of consent

3.1 Changes by OMSMAF

In the event of there being any changes to these terms and conditions, OMSMAF will advise you within 30 days of these changes being made. **It is the member's responsibility to ensure that these terms and conditions are regularly reviewed so all changes are acknowledged.**

3.2 Correction of personal information

- 3.2.1 You confirm that all information provided to OMSMAF at the time of enrolment or activation of the EHR is true and correct, including all information provided on behalf of any beneficiary registered on the medical scheme who is unable to provide their independent consent.
- 3.2.2 You acknowledge that any changes to your personal information must be communicated to OMSMAF immediately so these changes can be updated on our systems. **OMSMAF will not be liable for inaccurate information on our systems as a result of your failure to update your personal information.**
- 3.2.3 In order to **update or manage your consent to view, share, access or for the processing of your personal information**, you are required to contact OMSMAF to manage the process or you may access information and manage it yourself from the Member zone. OMSMAF will not be liable for inaccurate information on our systems as a result of your failure to update your personal information.
- 3.2.4 You acknowledge and understand that upon activation of your EHR, we will have your personal information prepopulated to your EHR, including the information relating to your treating healthcare providers for the last 12 months preceding the date of activation. In order to have this information updated, corrected, deleted or removed, you are required to access your EHR or contact OMSMAF. The default options on your EHR will remain as the active options until you have updated your

EHR. The default options will provide all healthcare providers loaded on your EHR with full access to your personal information.

4. Consent and compliance in terms of POPI

Your consent is provided to OMSMAF with the acknowledgement and acceptance of the following conditions of personal information usage:

4.1 Purpose

OMSMAF, upon your consent, will share your personal information with your selected healthcare providers, the medical scheme's partners, service providers and contracted third parties. The consent provided to OMSMAF will be used to:

- share your personal health information electronically with your chosen healthcare providers, third parties, OMSMAF's administrator and managed healthcare organisation, OMSMAF's partners, and OMSMAF's service providers
- store your personal health information in a secure cloud-based storage facility
- process your personal health information for the purpose of maintaining your information, providing your medical scheme services, providing the additional services and sharing your information
- use your personal health information for medical research purposes
- use your personal health information to optimise your OMSMAF benefits
- use your personal health information to facilitate OMSMAF benefits in emergency medical situations, and
- retain your personal information in terms of the statutory limits.

4.2 Consequence of providing consent to sharing your personal health information

Your personal health information will be electronically transferred and shared with your selected healthcare providers who will be able to access, view and store your personal health information. All reasonable steps are taken by OMSMAF to protect your personal information and maintain your confidentiality. We cannot, however, guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

You acknowledge that once your personal information is shared by OMSMAF with your selected healthcare providers, **OMSMAF will not have any control over your personal information once it has been shared and we will not be responsible for the security of your personal information.** OMSMAF complies with the relevant and necessary data protection laws, so while your personal information is under our control we will apply the safety and security measures necessary.

If we do not have your consent and the consent of your dependants, we will not be able to activate your EHR, you will not be able to participate in these enhanced benefits offered by OMSMAF, and we will not be able to share your personal information with your healthcare providers to optimise your healthcare benefits.

4.3 Intended recipients

The intended recipients of your personal health information are yourself, your selected healthcare providers, specialists and pathologists (including their practice staff in some cases) as well as your appointed broker (if any), OMSMAF, its administrator, clinical service providers, medical care facilities, their relevant affiliates and researchers. Where appropriate, emergency medical service providers will have access to your personal health information.

Your personal information can only be provided upon your consent and no unauthorised person will have access to your personal information, from the medical scheme, without your consent.

4.4 Right to withdraw consent

The consent provided to OMSMAF is for the purpose of accessing, using, transferring, sharing, storing and collecting the personal information of you or your beneficiaries, and can be revoked at any time. **You can revoke consent for any specific healthcare provider, or any other person or provider who has access to your personal information, at any time** by contacting OMSMAF or accessing your EHR. Once this information is captured and updated, your personal information will no longer be shared.

If you revoke all consent for the programme or EHR, your profile and all information contained on your EHR will be deleted and all consent will be removed.

4.5 Storage of personal information

The personal information of each member will be **stored in a 'cloud-based' web platform, in a safe and secure environment** and the web-based platform meets the security requirements for POPI and international data protection laws.

4.6 Retention of personal information

The personal information of each member will be **retained by OMSMAF, its administrator and managed healthcare organisation for the duration of your membership with OMSMAF**. After you have left OMSMAF, your personal information will be retained within the allowable statutory limits.

5. Member consent

- 5.1 I agree that by making this information available, OMSMAF is not responsible for any loss (whether direct or indirect) that may arise from the use of this information.
- 5.2 I agree that I may not hold OMSMAF responsible for any loss that may result from the incorrect use or disclosure of the information by my healthcare provider.
- 5.3 I give permission for my doctor to give OMSMAF my diagnosis and other relevant clinical information required in terms of my OMSMAF membership and benefit services.
- 5.4 I confirm that I have had an opportunity to receive and read the terms and conditions (or they have been read to me), and I fully comprehend the terms, conditions and consequences of these terms and conditions.

- 5.5 I have been made aware of all the terms printed in bold by OMSMAF, I have had sufficient opportunity to ask questions about this consent form and have had these questions, if any, answered to my satisfaction by OMSMAF.
- 5.6 My consent to the terms of this consent form is provided of my own free will without any undue influence from any person whatsoever.
- 5.7 I confirm that I have permission of my dependant(s) to give their consent, where such consent has been provided and I indemnify OMSMAF against this.

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OLDMUTUAL

Old Mutual Staff Medical Aid Fund. Reg No: 29/4/2/1214

J Kotze (Chairperson), C Chinaka, P Davison-Lancaster, L Footman, A Fuchs, CA Geisler, H Gente, J Howell, N Mbangeleli;
Principal Officer: F Reynolds

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