

## General Consent Terms and Conditions

Medshield wants all of its members to make the best healthcare decisions and assists you to optimise the utilisation of your benefits as specified under your chosen benefit option. We want to ensure that you always have access to coordinated cost-effective healthcare without compromising quality.

These Terms and Conditions form an integral part of your contract of membership with Medshield. You must read and familiarise yourself with and observe, in conjunction with these Terms and Conditions, the Medshield registered Scheme Rules and the Medical Schemes Act 131 of 1998.

To improve your access to bespoke coordinated healthcare solutions, Medshield and its contracted third parties require you to disclose your Personal and Health Information. Your consent, along with that of your dependants, 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 consent must be voluntary but it is a requirement of your contract of membership with Medshield because without it we will not be able to activate your membership and provide you with your medical aid benefits. If you do not accept these terms and conditions, your membership will not be activated and you will not have access to your benefits.

Medshield acknowledges the Scheme importance of your Personal and 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 these circumstances, Medshield 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 medical scheme 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 payments to healthcare providers and any other services that is included in the administration of Medshield;
- 1.2 **“Administrator”** means an entity that is appointed by Medshield to provide administration services and the relevant managed health care services to members and their dependants;
- 1.3 **“Applicable Data Protection Legislation”** any of the following, from time to time, to the extent it applies to a Party in relation to the protection of the privacy and confidentiality of Personal and Health Information:
  - 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 medical schemes and/or mandates and approvals.
- 1.4 **“Beneficiary”** means a registered member or dependent of the medical scheme entitled to benefits that you have subscribed for;
- 1.5 **“Biometrics”** means a technique of personal identification that is based on physical, physiological or behavioural 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 Medshield to fulfil its contractual obligations relating to your overall contract of membership, with whom Medshield 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, any 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 **“Dependant”** means any person who is recognised as dependant of a Member under the Scheme Rules and is eligible for benefits covered by the medical scheme;
- 1.10 **“Effective Date”** means the date on which your membership with your scheme commenced;
- 1.11 **“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;
- 1.12 **“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, clinical management and system-based initiatives and programmes;
- 1.13 **“Member”** means any person who has been enrolled or admitted as a principal member of the medical scheme or who is defined as Principal Member in terms of the scheme rules;
- 1.14 **“Member Portal”** means information secured behind an authentication wall which will require a unique username and password combination, and which will grant the user access to customised information pertaining only to the user and those beneficiaries (where applicable) linked to the user;
- 1.15 **“Personal and Health Information”** means information that identifies or relates specifically to you, all your dependants, and if applicable, your employees. It shall include but not be limited to unique identifiers, biographic, financial, health or medical, benefit option plan, claims, biometric, geo-location, information from wellness assessments, and any other electronic information derived from any electronic source;
- 1.16 **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 1.16.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
  - 1.16.2 dissemination by means of transmission, distribution or making available in any other form; or
  - 1.16.3 merging, linking as well as blocking, degradation, erasure or destruction of information; ‘process’ and ‘processed’ will have the same meaning.
- 1.17 **“POPIA”** means Protection of Personal Information Act, 4 of 2013;
- 1.18 **“Permitted Purposes”** means the purposes that are more fully described in clause 2 of these Privacy Terms and Conditions;
- 1.19 **“Selected Healthcare Providers”** means all healthcare providers, with a valid practice number, who have treated you or your dependant in the last 12 months preceding the date of your application for or who are treating you or your dependant during your membership with us;
- 1.20 **“Site”** means collectively Medshield’s website, administrator’s website, mobi-sites and applications, including, without limitation, affiliated websites and the member portals;

- 1.21 **“Users”** means you and any of your dependants who access the site;
- 1.22 **“We”, “us”, “our”** means Medshield, and its managed health care organisation/s;
- 1.23 **“You”** and **“your”** means the user of healthcare services provided and/or your legal guardian flowing from your contract of membership with Medshield;
- 1.24 **“Medshield”** means Medshield Medical Scheme, with regulation number: 1140 and having its principal place of business situated on the 5th-7th floors, 192 Bram Fischer Drive, Ferndale, Randburg, 2194.

## **2. Permitted Purposes**

- 2.1. The purposes for which your Personal and Health Information will be processed by Medshield, its managed health care organisation/s and contracted third parties, are as follows:
  - 2.1.1. assessing the risk to be covered by Medshield.
  - 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to Medshield 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. to facilitate the recovery of third party liability claims from third parties for any possible past and future claims for damages, and for all treatments paid for by the Scheme on behalf of a guilty third party.
  - 2.1.5. to enable you to access and use the Site, including the regular development on the Site.
  - 2.1.6. communication and marketing of medical scheme products and to activate and prepopulate the Site.
  - 2.1.7. activate and enrol your membership on any healthcare programmes and initiatives that will benefit you or your dependant(s) in managing any healthcare condition and optimising your Medshield benefits.
  - 2.1.8. collect from and store all Personal and Health Information relating to your diagnosis, treatment and care at any healthcare establishment or facility and by any healthcare service provider.
  - 2.1.9. the prevention and risk management initiatives of Medshield established to deal with fraud, waste and abuse of your healthcare benefit in accordance with your benefit option plan;
  - 2.1.10. the storage of your Personal and Health Information in a secure cloud based storage facility; and
  - 2.1.11. the marketing of any value-add services by our contracted third parties.
- 2.2. You also authorise Medshield 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. How we use Your Personal and Health Information for the Permitted Purposes**

- 3.1. When you consent to the disclosure of your Personal and Health Information to us for the Permitted Purposes, we are able to, without limiting the following instances;
  - 3.1.1. register you as a member of the medical scheme, subject to the terms of your scheme rules and link your identity to the medical aid benefits that you have selected.
  - 3.1.2. fulfil our contractual obligations to you and give you access to available and affordable medical aid in accordance with Medshield's rules.
  - 3.1.3. communicate with you or send you communication, i.e. benefit related brochures, articles and newsletters, monthly statements, preauthorisation letter etc. that relates to your benefit option plan and general membership affairs.
  - 3.1.4. process all Personal and Health Information obtained from different healthcare providers within the Republic of South Africa (to which you do not object) who have provided you with clinical treatment and care. We do this so that you receive coordinated, affordable, cost effective and evidence-based clinical care that is focused on optimising the benefits of your selected benefit option plan.
  - 3.1.5. improve your clinical treatment and outcomes by sharing clinical information (current and historical data - to the extent it is possible to do so and such historical data is available) in a secured way among healthcare professionals, healthcare and contracted third party service providers.
  - 3.1.6. to 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.

- 3.1.7. enrol you on any healthcare programmes and initiatives for your benefit, in managing any medical condition you have and optimise the use of your benefit option plan.
- 3.1.8. conduct recovery of third party liability claims from third parties for any possible past and future claims for damages, and for all treatments paid for by the Scheme on behalf of a guilty third party; and/or,
- 3.1.9. audit and investigate all your claims submitted by various healthcare providers or establishments for authenticity in our efforts to prevent or minimise the risk of fraud, waste and abuse against medical aid funds.

#### **4. Terms of your consent**

- 4.1. You agree that Medshield and contracted third parties (in our respective capacities as responsible parties and/or operators party under POPIA and Data Protection Legislation) can use, and/or Process your Personal and Health Information for any of the Permitted Purposes.
- 4.2. You acknowledge that you are giving your consent voluntarily without being forced, influenced, pressured or harassed to do so.
- 4.3. 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 complete the relevant form accessible on the Site and email to [informationofficer@medshield.co.za](mailto:informationofficer@medshield.co.za).
- 4.4. You have the right to inform us when you do not want to receive any direct-marketing automated information.
- 4.5. 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 Medshield or by accessing your Site. As soon as this information is captured and updated your Personal and Health Information will no longer be shared.
- 4.6. 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 Medshield Client Service Call Centre and the Site to find out how.

#### **5. Disclosure of Personal Information to third parties**

- 5.1. You consent to the transfer of your Personal and Health Information to Medshield's managed health care organisation/s, contracted third parties who will be able to process your Personal and Health Information for the Permitted Purposes.
- 5.2. Medshield'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.
- 5.3. 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 Medshield.
- 5.4. You understand our undertaking to keep your Personal and Health Information confidential and to not disclose such records to third parties unless –
  - 5.4.1. we are required by law to make such disclosure;
  - 5.4.2. you consent to such disclosure; or
  - 5.4.3. the disclosure is necessary to deal with an Emergency.
- 5.5. Medshield will provide your Personal and Health Information to any contracted third parties 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 contracted third parties. This information will be provided for the administration of you or your dependant/s products or benefits with these parties.
- 5.6. 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.

#### **6. Independent Consent of Dependants**

- 6.1. Medshield requires the consent of each Dependent that is registered under the membership of a Principal Member.
- 6.2. A dependent must furnish the medical scheme 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 medical scheme, you will be required to provide Medshield with your consent individually. When you give us your consent as a Dependent, your consent shall be governed by these Terms and Conditions.

- 6.3. If you are the Principal Member providing us with your Dependant(s) Personal and Health Information, you warrant that you have the legally appropriate permission to disclose their Personal and Health Information to Medshield for the Permitted Purpose. Medshield shall require written proof that you have the authority to give consent as contemplated in this paragraph.
- 6.4. If you are a Competent Person signing on behalf of a Dependant please note that we will process your Dependant's Personal and Health Information only in relation to the Permitted Purposes.
- 6.5. In exceptional cases we may be required by the law to disclose yours and your Dependant's Personal and Health Information to third parties.

## 7. **Security measures and storage**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.

## 8. **Updating Personal and Health Information**

- 8.1. You confirm that all Personal and Health Information provided to the medical scheme at the time of enrolment or activation of your application for medical aid is true and correct.
- 8.2. Medshield 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.

## 9. **Changes by the medical scheme**

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 be always be available at our branches or on the Site.

## 10. **Value Add Products**

- 10.1. In an effort to reward members for their support, Medshield has negotiated benefits with Value-Add Service Providers for its members.
- 10.2. Your consent is required for Medshield 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.
- 10.3. You consent that Medshield and its contracted third parties to provide you and your dependants with information about insurance and lifestyle rewards and products which have been procured on your behalf by Medshield
- 10.4. You consent that Medshield may share your and your dependants' Personal Information – but not your healthcare information, unless separately authorised by yourself – with the administrator and contracted third parties.

## 11. **Communication with you**

- 11.1. It is your responsibility to provide Medshield with your updated contact information such as your postal and physical address, e-mail address, telephone or cellular phone number in order for Medshield to keep you informed on any developments of its service obligations to you and the changes of these Terms and Conditions.
- 11.2. 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.

12. **Complaints**

- 12.1. 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.
- 12.2. You will be required to complete the Complaints Lodgement Form available on the Site and send it to [informationofficer@medshield.co.za](mailto:informationofficer@medshield.co.za) or the address below.

**General contact details**

Company name: Information Officer, Medshield Medical Scheme

Postal address: PO Box 4346, Randburg, 2125

Telephone number: 086 000 2120

- 12.3. 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

Email: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

**DETAILS OF THE INFORMATION OFFICER**

Mr Brian Kgosi  
Information Officer

Mr Jan Potgieter  
Deputy Information Officer

[informationofficer@medshield.co.za](mailto:informationofficer@medshield.co.za)