



PROTECTION OF YOUR  
**PERSONAL**  
**INFORMATION**



# GENERAL CONSENT TERMS AND CONDITIONS

Your medical scheme wants all of its members to make the best healthcare decisions and to assist you to optimise the utilisation of your 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 MBMed Medical Aid Fund. You must read and familiarise yourself with and observe, in conjunction with these Terms and Conditions, MBMed Medical Aid Fund's registered Rules, and the Medical Schemes Act 131 of 1998.

To improve your access to bespoke coordinated healthcare solutions, your medical scheme and its contracted third parties require you to disclose your Personal and Health Information. Your consent, along with that of your dependant(s), 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 your medical scheme because we will not be able to activate your membership and provide you with your medical scheme 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.

Your medical scheme acknowledges the great 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 the circumstances, your medical scheme 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 of payments to healthcare providers and any other services that are included in the administration of your medical scheme;
- 1.2. **“Administrator”** means an entity that is appointed by your medical scheme to provide administration services and the relevant managed health care services to members and their dependants;
- 1.3. **“AfroCentric Group”** means AfroCentric Investment Corporation Limited, a public company incorporated in accordance with the laws of the RSA under registration number 1988/000570/06 and its subsidiaries which include but are not limited to Medscheme, and its affiliates, licensees and/or service providers, for the sake of clarity the AfroCentric Group includes subsidiaries that are authorised financial services;
- 1.4. **“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-
  - 1.4.1. any statute regulation, policy, by-law, directive, notice or subordinate legislation (including treaties, multinational conventions and the like having the force of law);
  - 1.4.2. the common law;
  - 1.4.3. any binding court order, or judgment;
  - 1.4.4. any applicable industry code, policy or standard enforceable by law;
  - 1.4.5. any applicable direction, policy or order that is given by a regulator; or
  - 1.4.6. any scheme rules applicable to medical schemes and/or mandates and approvals.
- 1.5. **“Beneficiary”** means a registered member or dependant of the medical scheme entitled to benefits that you have subscribed for;
- 1.6. **“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;
- 1.7. **“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;
- 1.8. **“Contracted Third Parties”** means any carefully appointed providers of various services required by your medical scheme to fulfil its contractual obligations relating to your overall contract of membership, with whom your medical scheme 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;
- 1.9. **“Consent”** means your voluntary, specific and informed expression of will in terms of which you give us permission to process your personal health information;
- 1.10. **“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;
- 1.11. **“Effective Date”** means the date on which your membership with your scheme 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. **“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;
- 1.14. **“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;
- 1.15. **“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 customized information pertaining only to the user and those beneficiaries (where applicable) linked to the user;
- 1.16. **“Medscheme”** means Medscheme Holdings (Proprietary) Limited with registration Number 1970/015014/07 accredited both as an administrator and managed health care organisation of medical schemes in terms of the Medical Schemes Act 131 of 1998;
- 1.17. **“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;

- 1.18. **“Processing”** 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;
- ‘process’** and **‘processed’** will have the same meaning.
- 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 dependant(s) in the last 12 months preceding the date of your application or who are treating you or your dependant(s) during your membership with us;
- 1.22. **“Site”** means collectively your medical scheme’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 dependant(s) who access the site;
- 1.24. **“We”, “us”, “our”** means your medical scheme, 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 medical scheme; and
- 1.26. **“Your Medical Scheme”** means MBMed Medical Aid Fund.

## 2. Permitted Purposes

- 2.1 The purposes for which your Personal and Health Information will be processed by your medical scheme, administrator, managed health care organisation and contracted third parties are as follows:
- 2.1.1. assessing the risk to be covered by your medical scheme;
  - 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to your medical scheme 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. marketing of medical scheme products and to activate and repopulate 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 optimise your medical scheme 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 your medical scheme 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 your medical scheme and administrator to obtain and share information about your credit worthiness 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 scheme benefits that you have selected;
  - 3.1.2. fulfil our contractual obligations to you and give you access to available and affordable medical scheme in accordance with your medical scheme’s rules;
  - 3.1.3. communicate with you or send you communication, i.e. benefit related brochures, monthly statements, pre-authorisation 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 scheme funds.

## 4. Terms of your consent

- 4.1. You agree that your medical scheme, 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.
- 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 contact us at mbmed@medscheme.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 your medical scheme 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 your medical scheme 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 your medical scheme's administrator, managed health care organisation, contracted third parties who will be able to process your Personal and Health Information for the Permitted Purposes.
- 5.2. Your medical scheme'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 your medical scheme.
- 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. Your medical scheme and the Administrator 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. Your medical scheme requires the consent of each dependant that is registered under the membership of a Principal Member.
- 6.2. A dependant 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 dependant of this medical scheme, you will be required to provide your medical scheme with your consent individually. When you give us your consent as a dependant, 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 your medical scheme for the Permitted Purpose. Your medical scheme 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 scheme is true and correct.
- 8.2. Your medical scheme 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 website: [mbmed.medscheme.com](http://mbmed.medscheme.com).

## 10. Value Add Products

- 10.1. In an effort to reward members for their support, your medical scheme has negotiated benefits with Value-Add-Service-Providers for its members.
- 10.2. Your consent is required for your medical scheme 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. Do you give permission for your medical scheme, contracted third parties, administrator and the Afrocentric Group to provide you and your dependant(s) with information about insurance and lifestyle rewards and products which have been procured on your behalf by your medical scheme?
- 10.4. Do you give permission to your medical scheme to share you and your dependants' Personal Information – but not your healthcare information, unless separately authorised by yourself – with your administrator, contracted third parties and the AfroCentric Group?

## 11. Communication with you

- 11.1. It is your responsibility to provide your medical scheme with your updated contact information such as your postal and physical address, e-mail address, telephone or cellular phone number in order for your medical scheme 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; and
  - 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 and send it to:

#### GENERAL CONTACT DETAILS

Company name  
MBMed Medical Aid Fund

Postal address  
PO Box 1101  
Florida Glen Roodepoort 1708

Physical address  
37 Conrad St, Florida North, Roodepoort, 1709

Email address  
mbmed@medscheme.co.za

Telephone number  
+27 11 671 2000

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  
infoereg@justice.gov.za



# SITE AND ELECTRONIC COMMUNICATIONS PRIVACY TERMS AND CONDITIONS

These Site and Electronic Communications Privacy Terms and Conditions are applicable to all persons who access information which is available on the Site provided by your medical scheme, administrator and contracted third parties. These terms and conditions are in addition to any other general terms and conditions which may be applicable to a user utilising any Site. In the event of a conflict, these Site and Electronic Communications Privacy Terms and Conditions will prevail.

These Site and Electronic Communications Terms and Conditions equally apply to the use and access to your Site licensed to your medical scheme, any third party websites, managed healthcare programmes, marketing of medical scheme products, electronic communications with you and to activate and prepopulate the Site.





## 1. Conditions of Access

- 1.1 In order to access your medical scheme's Site, users need to have access to an appropriate device with internet browsing capabilities and access to third-party communication services. All costs associated with accessing the Site from such a device/s as well as the cost and maintenance of such devices will be for your account and your medical scheme will not be responsible for these costs.
- 1.2 You must ensure that you have the necessary anti-virus or anti-malware software on any device utilised to access the Site. Your medical scheme is not responsible for any error, delay, corruption of data, hacking incident, theft of information, or any other harm that may be suffered as a result of a software malfunction and/or unlawful intrusion.
- 1.3 The possession of an appropriate device and third party communication services does not guarantee that access to the Site will be possible. While every effort shall be made to ensure that the Site is as widely available as possible, no guarantee is given that all platforms, devices or operating systems will be supported for purposes of accessing the Site. It is the duty of the user to ensure that his/her device has the capabilities to access the Site.

## 2. Your Acceptance and Consent

- 2.1 By using your medical scheme's Site, you expressly agree to all the terms and conditions in this document. If you do not agree to all of the terms and conditions, please do not continue to use them.
- 2.2 You agree that these terms and conditions apply to any information accessed via the Site, and to all sections of the Site.

## 3. Change to this User Agreement

- 3.1 These terms and conditions are subject to change at any time at the instance of your medical scheme. While every effort shall be made to draw your attention to any changes made to these terms and conditions, the obligation rests on you to ensure that you are familiar with the contents of these terms and conditions.
- 3.2 The most updated version of these terms and conditions will apply each time that you access and use the Site.

## 4. Processing of Personal and Health Information

- 4.1 You agree that we may process your Personal and Health Information for all purposes that relate to the Site and the products, services, facilities, tools or utilities offered on the Site as informative as possible.
- 4.2 You confirm that we may share your Personal and Health information with our contracted third parties for the purpose of:
  - 4.2.1 assessing the risk to be covered by your medical scheme;
  - 4.2.2 to verify the accuracy, correctness, completeness of any information provided (or not) to your medical scheme in the course of processing an application for membership or a benefit or processing a claim;
  - 4.2.3 the performance of administration services and relevant managed healthcare services and the enforcement of related contractual rights and obligations flowing from your membership;
  - 4.2.4 the use of the Site;
  - 4.2.5 the marketing of medical scheme products and to activate and prepopulate the Site;
  - 4.2.6 activate your participation to the electronic health record ("EHR") designed by your medical scheme and enrol you on any managed healthcare programmes and initiatives that will benefit you or your dependant(s) in managing any healthcare condition and optimise your medical scheme benefits;
  - 4.2.7 activate your enrolment and participation on the Health Information Exchange in order to
    - 4.2.7.1 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
    - 4.2.7.2 share your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for your benefit.
  - 4.2.8 storage of your Personal and Health Information in a secure cloud based storage facility; and
  - 4.2.9 the marketing of any value-add services by our contracted third parties.

## 5. Your Account

- 5.1 Each time you access the Site, you will need to enter the correct access information, or you will be required to take verification steps, to verify your identity and your electronic device.
- 5.2 Should you fail to authenticate yourself on the Site, access will be denied, and you will have to follow such applicable steps as may be prescribed by your medical scheme to re-activate your access.
- 5.3 You are prohibited from sharing your login information with anyone. This includes third party applications and web sites. If you do so you put yourself and your Personal and Health Information on the Site at risk, and your medical scheme shall bear no responsibility for any harm suffered by you as a result.
- 5.4 If you provide your login details to any third party to enable such a person to access your information on the Site, this will constitute authority by you to such a person to act as your lawful agent. This means that anything that the person does or does not do will be attributed to you, and shall be lawfully binding on you.
- 5.5 You agree that you will not do the following on the Site, which constitutes a material breach of these terms and conditions:
  - 5.5.1 signing in as another person (other than as may be lawfully authorised to do so by such a person);
  - 5.5.2 posting material that violates the intellectual property rights of others or the privacy of others or that is offensive to other people;
  - 5.5.3 using the Site in a way that could be harmful to you, or other users of the Site; or
  - 5.5.4 unlawfully gathering information about others.

## 6. Electronic Communication and Records

- 6.1 When visiting the Site or sending e-mails to us or use any other medium of electronic communication as may be permissible on the Site, you accept that we can communicate with you by any electronic means.
- 6.2 All records that you send to us may be stored electronically and with contracted third parties, and we shall ensure that these third parties are bound by appropriate levels of confidentiality.
- 6.3 Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded as received upon being sent by your medical scheme.
- 6.4 If you do not want to receive any electronic communications, you may inform us accordingly.
- 6.5 Your medical scheme takes all reasonable steps to protect your personal information and maintain confidentiality, including using encryption technology. However, your medical scheme cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

## 7. Authorised Third Party Access

- 7.1 Where you have authorised third parties to access the Site, you agree that:
  - 7.1.1 you are aware that through the use of the Site, they will gain access to Personal and Health Information about you and your dependant(s);
  - 7.1.2 they will only access the information that you authorised access to, and they will only do so for the purpose for which access has been granted;
  - 7.1.3 you will not exploit the information so accessed for commercial purposes, or any other purpose which would be to the detriment of your medical scheme or the members and beneficiaries of the scheme; and
  - 7.1.4 you confirm that you will protect and maintain the confidentiality of all personal information obtained from the Site in line with but not limited to the Medical Schemes Act, 131 of 1998, Promotion of Access to Information Act, 2 of 2000, Protection of Personal Information Act, 4 of 2013 and/or Electronic Communications and Transactions Act, 25 of 2002.

## 8. Indemnity

- 8.1 We make every effort to ensure that the content and information on the Site is complete, accurate and up to date, but we provide no guarantee about the suitability of the products and services on the Site or whether they are complete, accurate or appropriate to the user. Your medical scheme urges you to take independent professional advice where necessary.
- 8.2 By using this Site, you fully indemnify your medical scheme, its executives and employees, the board of trustees, its contracted third parties, and you will not hold any such person responsible for any claim relating to your use of the Site.
- 8.3 You agree that all information, including products and services or any terms or conditions relating to such products or services on the Site may change in the sole discretion of your medical scheme.
- 8.4 All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions. You are required to ensure that the applicable reference numbers, confirmations or other evidence setting out the nature of the transaction conducted on the Site are correct when such information is sent to you, and to utilise appropriate channels in the event of there being a discrepancy.
- 8.5 You accept that some of the information, content, tools or materials on the Site come from external sources (including independent practitioners in the health and wellness industry), and you agree that your medical scheme is not responsible, and will not be held liable, for any information or content received from these external sources.
- 8.6 You agree that all information provided by you at any time to your medical scheme or via the Site, will be true, accurate, current and correct and you undertake to update the information as and when required.

## 9. Phishing and Spoofing

- 9.1 If you receive an unsolicited e-mail seemingly from your medical scheme, that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm any of your information by clicking on a link, it is most likely that the e-mail was not sent by your medical scheme.
- 9.2 Your medical scheme will never ask for this type of information in an e-mail or through unsecured means, and we strongly recommend that you do not respond to these e-mails or requests for information and that you do not click on the links contained in such communications. We are not responsible for any consequences resulting from your response to any email sent by any person purporting to be your medical scheme.

## 10. Linking to third party websites

- 10.1 The Site may contain certain images and links to other third-party websites with information, content or material produced by other parties. These linked third party websites are not under the control of your medical scheme and your medical scheme is not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
- 10.2 We provide these links as a convenience to you, and you agree that the inclusion of links does not imply an endorsement by your medical scheme of the linked website, their business or security practices, or any association with its operators.
- 10.3 Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.
- 10.4 From time to time we like to reward our members with value added benefits that we have sourced from certain contracted third parties. To gain access to these value-added benefits, we require your permission to provide your personal information, but not your medical information, to our contracted third parties so they can inform you about the value-added benefits that you will qualify for (like reward and insurance). Only once we have your permission will you receive the information about the value added benefits.

10.5 You may be given the opportunity to opt in to all communication channels offered by the Site, however, you will have the option of modifying your content by logging into the Site.

## 11. How we collect your Personal and Health Information

- 11.1 Your Personal and Health Information will be collected whenever you become a member of your medical scheme, contact us electronically, or use the services offered by your medical scheme.
- 11.2 We are also able to collect your Personal and Health Information from any third parties, subject to the terms and conditions which are applicable between you and such a third party, such as a third party may share your information with your medical scheme. While your medical scheme is committed to protecting your information against unauthorised disclosure, it will utilise such information received for any such purpose as it sees fit in order to regulate its relationship with you, or to render services to you.
- 11.3 You understand that when you include your dependant(s) on your medical scheme, we will process their Personal and Health Information for the activation of the services and benefits. To the extent required, all beneficiaries are deemed to have given consent for their information to be used by the scheme to enable the scheme to provide medical scheme cover and related services to them.
- 11.4 Your personal and Health information is important to us and we will not provide your Personal and Health Information to unauthorised third parties for their independent use, without your consent.
- 11.5 You agree that your personal and Health information may be stored electronically in any appropriate secure facility, including a cloud-based facility, which may not be within the borders of South Africa. We endeavour to ensure your Personal and Health Information is always kept protected and confidential.

## 12. Correction of Personal Health Information

- 12.1 You have an obligation to notify us if any of your Personal and Health Information has changed or is no longer valid to ensure our records are up to date. You can e-mail us, or phone our contact centre.
- 12.2 If you want to know what Personal and Health Information, we hold about you, you will have to complete the Data Request Form available on our website. We will need to verify your identity before providing any of your Personal and Health Information.
- 12.3 We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

## 13. Personal and Health Information held by third party

- 13.1 Your medical scheme may enter into arrangements with its administrator or contracted service providers for them to provide services to you. Those arrangements may require us to disclose your Personal and Health Information to them.
- 13.2 You agree that 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 protected and 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 such lawfully required protection and confidentiality protocols. If we publish the results of this research, you will not be identified by name.

## 14. Changes to these Terms and Conditions

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 terms and conditions.

## 15. Use of Personal and Health Information contrary to the terms and conditions

You have the right to object to the processing of your personal information at any time and revoke any consent you have given. You will be required to do so through the appropriate channels prescribed by your medical scheme.

## 16. Complaints

- 16.1 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.
- 16.2 You will be required to complete the Complaints Lodgement Form and send it to:

#### GENERAL CONTACT DETAILS

General contact details  
Company name  
MBMed Medical Aid Fund

Postal address  
PO Box 1101  
Florida Glen Roodepoort 1708

Physical address  
37 Conrad St, Florida North, Roodepoort, 1709

Email address  
mbmed@medscheme.co.za

Telephone number  
+27 11 671 2000

16.3 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



# DIRECT MARKETING AND AUTOMATED DECISION MAKING – VALUE ADD SERVICES BY THE AFROCENTRIC GROUP

## Direct Marketing Providers

AfroCentric Investment Corporation Limited (1988/000570/06) and its subsidiaries (“AfroCentric Group”).

## Purpose of this privacy statement

The purpose of this privacy statement is to obtain your specific consent to process your Personal Information in order for the AfroCentric Group to provide you with value add Goods and Services which are aimed at supporting your lifestyle and wellness. When you engage with us, you trust us to protect your personal information about yourself and we are committed to protecting your right to privacy.

This privacy statement aims to set out how we process your personal information, in line with POPIA.

The provisions of this privacy statement are subject to any provisions of applicable Data Protection Legislation that cannot be amended.



1. Definitions
  - 1.1 **"We", "us" and "our"** refers to the AfroCentric Group.
  - 1.2 **"You" and "your"** refers to the owner of any of the Goods or Services provided by any of the AfroCentric Group's subsidiaries, clients, licensees and affiliates;
  - 1.3 **"Your personal information"** refers to means any personal information about you, your spouse, your dependant(s) which includes
    - 1.3.1 Biographic information, i.e. membership number, date of birth, identity number, gender, race, religion, postal and e-mail address, physical address, and telephone numbers;
    - 1.3.2 Benefit or Insurance Product Information , i.e. benefit option type, medical savings accounts, limits, waiting periods, exclusions, your insurance cover and benefits;
    - 1.3.3 Financial information, i.e. bank account details, contributions, tax certificates, annual financial statements, audit reports, financial reports, credit information; and
    - 1.3.4 Health and Medical Information, i.e. Chronic conditions, prescribed minimum benefit conditions, claims assessing and processing, claims history, hospital procedures, procedure codes, managed health care programmes you are subscribed to, treatments and diagnoses.

It includes personal information such as your biometric (facial recognition and fingerprints) information. In the case of juristic persons, this will include them to the extent that they have provided the AfroCentric Group any personal information, information that relates to the procurement or provision of the Goods or Services to any client, subsidiary or affiliate of the AfroCentric Group in terms of a binding legal agreement or by virtue of an existing legal arrangement;
  - 1.4 **"Goods and Services"** refers to all services and products provided through the AfroCentric Group in relation to medical scheme administration and managed healthcare services, medical aid benefits provided by our medical schemes, pharmaceutical products and services including sale, manufacturing and distribution, organisational wellness services, financial and insurance services, and technology services;
  - 1.5 **"Process information"** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information; and
  - 1.6 **"Competent person"** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.
2. The purpose of these Terms and Conditions is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act ("POPIA").
3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your lifestyle related value add Goods or Services. This means that if you do not accept, we cannot activate and service any value add Goods or Services offered by the AfroCentric Group.
4. We will keep your Personal and Health 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, your dependant(s), your beneficiaries, your spouse or your employees.
5. You agree that we may process your personal information for the following purposes:
  - a. The administration of any value add programme;
  - b. The provision of any value add Goods and Services that you or your dependants have subscribed to;
  - c. The rendering of services by any of the AfroCentric Group subsidiaries or contracted third parties; and
  - d. The provision of relevant information to a contracted third party who requires such information to render a service to you or any dependant(s) on your lifestyle policy and only if such contracted third party agrees to keep the information confidential.
6. If a third party asks us for any of your Personal and Health Information , we will share it with them only if:
  - a. you have already given your consent for the disclosure of this information to that third party; or
  - b. we have a legal or contractual duty to give the information to that third party; or
  - c. for risk and fraud prevention purposes; and
  - d. you confirm that we may share your personal information within the AfroCentric Group.
7. You also confirm that we may share and combine all your Personal and Health Information for any one or more of the following purposes:
  - a. market, statistical and academic research; and
  - b. to customise our benefits and services to meet your needs.
8. You agree that your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside of the Republic of 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.
9. No Personal and Health Information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols. If we publish the results of this research, you will not be identified by name.
10. If we want to share your Personal and Health Information for any other reason, we will do so only with your permission.
11. By signing this application form, you authorise us to obtain and share information about your credit worthiness with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgments, default history (in accordance with the requirements of the National Credit Act and Regulations) and sharing of information for purposes of risk analysis, tracing and any related purposes.

12. We have the right to communicate with you electronically about any changes on any Goods or Products that you have subscribed for within the AfroCentric Group, including your contributions or changes and improvements to the benefits you are entitled to on any policy you have with us.
13. Please inform us if you do not wish to receive any direct telephone marketing from us.
14. You have the right to know what Personal and Health Information we hold about you. If you wish to receive a copy, please complete a form called an 'Access Request Form' on [mbmed.medscheme.com](http://mbmed.medscheme.com) and specify the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.
15. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
16. You specifically agree that the AfroCentric Group may contact you by any means elected to tell you about any new or existing and exciting AfroCentric Group Goods and Services or associated third party Goods and Services on offer or which may be of interest to you.
17. Any electronic communication (for example, an e-mail or SMS) sent to you will be deemed to have been received by you upon being sent by any subsidiary of the AfroCentric Group, unless a notification is received from you which states the contrary.
18. If you do not want to receive any direct marketing from us, please let us know by contacting us on [mbmed@medscheme.co.za](mailto:mbmed@medscheme.co.za) or on **086 000 2109**.
19. You have the right to ask us to update, correct or delete your Personal and Health Information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.
20. We may process your personal information using automated means to make a decision about you or your application for any Goods or Services. You have a right to send an inquiry regarding this decision to the AfroCentric Group on [mbmed@medscheme.co.za](mailto:mbmed@medscheme.co.za).
21. We are required to collect and keep personal information in terms of the following laws:
  - a. The Electronic Communications and Transactions Act (ECT) 25 of 2002;
  - b. The Financial Intelligence Centre Act (FICA) 38 of 2001;
  - c. The Financial Advisory and Intermediary Services Act (FAIS) 37 of 2002;
  - d. The National Credit Act (NCA) 34 of 2005; and
  - e. The Consumer Protection Act (CPA) 68 of 2008.
22. You agree that we may transfer your personal information outside the Republic of South Africa:
  - 22.1 with your consent; and
  - 22.2 to administer certain services, for example, cloud services.
23. We will ensure that any country, company or person that we pass your Personal and Health Information to complies with the same level of protection as we are obliged to.
24. We may change these Terms and Conditions at any time. The most updated version will be always be available on our Site.
25. If you believe that we have used your Personal and Health Information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under POPIA

**THE CONTACT DETAILS ARE:**

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