



### **Informed Consent - Terms and Conditions**

Your medical scheme wants to empower all of its members to make the best possible healthcare decisions and optimise their 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 on the management of a member's healthcare solution.

All members who want to participate in the enhanced value add 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 electronic health record 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 finger-tips. 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, who can access, view or collect his or her personal and health information.

Any member who wants to participate on 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 given on behalf of yourself, your minor dependants, your adult dependants who are unable to provide their own consent, and your 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 {medical scheme}

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 in the last 12 months preceding the date of your EHR being activated and uploaded to your EHR.

1.5 **'beneficiary'** means a registered member or dependent of the medical scheme entitled to benefits

1.6 **'POPI'** means Protection of Personal Information Act, 4 of 2013.

### **2. Conditions of access**

#### **2.1 Your consent applies to your use of:**

2.1.1 The Memberzone,

2.1.2 any Scheme 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;

2.1.6 and to activate and prepopulate your Electronic Health Record.

### **3. Maintenance of Consent**

#### **3.1 Changes by the medical scheme**

In the event of there being any changes to these terms and conditions, the medical scheme 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 review so all changes are acknowledged.**

### 3.2 Correction of personal information

3.2.1 You confirm that all information provided to the medical scheme 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 the medical scheme immediately so these changes can be updated on our systems. **The medical scheme 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 the processing of your personal information**, you are required to contact the medical scheme to manage the process or you may access information and manage it yourself from the MemberZone. The medical scheme 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 your scheme. 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 the {medical scheme} with the acknowledgement and acceptance of the following conditions of personal information usage:

### 4.1 Purpose

The medical scheme, **upon your consent will be shared your personal information with your selected healthcare providers, the medical schemes partners, service providers and contracted third parties.** The consent provided to the medical scheme will be used to:

- share your personal health information electronically with your chosen healthcare providers, third parties, your medical schemes administrator and managed healthcare organisation, partners of the medical scheme, service providers of the medical scheme
- 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 optimize your medical scheme benefits
- use your personal health information to facilitate the medical scheme benefits in emergency medical situations.
- Retain your personal information in terms of the statutory limits

#### 4.2 Consequence of consent to sharing of 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 the medical scheme 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 your medical scheme with your selected healthcare providers, **your medical scheme will not have any control on your personal information once it has been shared and we will not be responsible for the security of your personal information.** Your medical scheme 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 and you will not be able to participate in these enhanced benefits offered by the medical scheme 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 (in any), the medical scheme, its administrative, 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 on 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 the {medical scheme} is for the purpose of accessing, using, transferring, sharing, storing and collecting the personal information of you or your beneficiaries can be revoked at any time. **You can revoke consent for any specific healthcare provide, or any other person or provider that has access to your personal information, at any time** by contacting the medical scheme or by 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 the medical scheme, administrator and managed healthcare organisation, for the duration of your membership with the medical scheme** and after you have left the medical scheme, our personal information will be retained with the allowable statutory limits.

## **5. Member Consent**

5.1 I agree that by making this information available my medical scheme 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 my medical scheme responsible for any loss that may result from the incorrect use or disclosure of the information by my healthcare professional.

5.3 I give permission for my doctor to give my medical scheme my diagnosis and other relevant clinical information required in terms of my medical scheme membership and benefit services.

5.4 I confirm that I have had an opportunity to receive and read (or have 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 the medical scheme and I have had sufficient opportunity to ask questions about this consent form and have had these questions, if any, answered to my satisfaction by the medical scheme.

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 the medical scheme against this.