

# PROTECTION OF PERSONAL INFORMATION

## – TERMS AND CONDITIONS

LAST UPDATED: 22 SEPTEMBER 2022

## PART I

### GENERAL CONSENT TERMS AND CONDITIONS

Bonitas Medical Fund (“Bonitas” or “Scheme”) wants to empower You as a member to make the best healthcare decisions and assist You with optimising the utilisation of Your benefit option. We want to ensure that You always have access to coordinated, cost effective healthcare without compromising quality.

To improve Your access to bespoke and coordinated healthcare solutions, Bonitas 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) (“**POPIA**”) and will principally be governed by the POPIA, as well as any other Applicable Data Protection Legislation of the Republic of South Africa.

Bonitas acknowledges the great importance of Your **Personal and Health Information** and recognises that You and/or Your dependants may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with the POPIA and/or any other Applicable Data Protection Legislation.

In the circumstances, Bonitas undertakes to continue maintaining the privacy, safety and integrity of Your **Personal and Health Information**, as it has always done. We will not sell, disclose or provide Your Personal and Health Information to any third parties, without Your consent, unless We are by law obliged to do so.

### 1. DEFINITIONS:

In this document, the following terms will have the following meanings ascribed to them:

- 1.1. “**Administration Services**” means the services required for the effective and efficient administration of Bonitas and includes, but are not necessarily limited to, member record management, contribution management, benefit option management, claims processing and management, management of members’ personal, claims and financial information and any other services that are required for the administration of Bonitas;
- 1.2. “**Administrator**” means an entity that is accredited as such by the Council for Medical Schemes and appointed by Bonitas to provide Administration Services and the relevant Managed Health Care Services to Members and Dependants. In the context of this document, Medscheme is the appointed Administrator for Bonitas;
- 1.3. “**Applicable Data Protection Legislation**” any of the following, from time to time, to the extent it applies–
  - 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 Dependant of Bonitas entitled to benefits under his or her benefit option;
  - 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. **“Bonitas”** means Bonitas Medical Fund with registration number 1512, a registered medical fund in accordance with the prevailing laws in South Africa;
  - 1.7. **“Child”** means any child under the age of 18, as defined in the POPIA;
  - 1.8. **“Competent Person”** means anyone who is legally competent to consent to any action or decision being taken in respect of any matter concerning a Member or Dependant, for example a Child’s parent or legal guardian;
  - 1.9. **“Contracted Third Parties”** means any service providers of services specifically appointed by Bonitas enabling Bonitas to fulfil its contractual obligations towards You relating to Your contract of membership, with whom Bonitas has concluded legally binding and enforceable agreements which are subject to confidentiality and non-disclosure terms and conditions, which agreements include but are not limited to, Bonitas’ Administrator, contracted Managed Healthcare Organisations, Designated Service Providers, selected service providers, information technology and communications providers, marketing and specialist professional advisors;
  - 1.10. **“Consent”** means Your, or Your dependant’s (as the context may require) voluntary, specific and informed expression of consent in terms of which We are permitted to process Your Personal and Health Information;
  - 1.11. **“DHDST”** (Digital Health Data Services and Technology) means where your Digital Health Data may be provided to Bonitas’ Contracted Third Parties using health information communications and technology systems to facilitate the exchange of clinical data by healthcare providers, healthcare professionals and/or Medical Schemes;
  - 1.12. **“Deidentified”** means deleting all information that identifies the data subject, which can be used to identify the data subject or linked to other information that identifies a data subject, as is more fully defined in the POPIA;
  - 1.13. **“Dependant”** means any person who is recognised as a Dependant of a Member under the rules of Bonitas and is eligible for the benefits of the relevant benefit option selected by the Member of whom he or she is a Dependant;
  - 1.14. **“Designated Service Provider”** means a healthcare provider or group of providers selected by Bonitas as the preferred provider or providers to provide any of its members the diagnosis, treatment and care in respect of one or more prescribed minimum benefit conditions;
  - 1.15. **“DHD”** (Digital Health Data) means a collated electronic version of a Beneficiary’s current and historical medical status, which may include all diagnosis, treatment and prescriptions of the Beneficiary and other Personal and Health Information;
  - 1.16. **“Effective Date”** means the date on which Your membership with Bonitas commenced;

- 1.17. **“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 such 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;
- 1.18. **“Managed Health Care Organisations”** means any person who has contracted with Bonitas in terms of regulation 15A of the Medical Schemes Act to provide Managed Health Care Services;
- 1.19. **“Managed Health Care Services”** means clinical and financial risk assessment and management of healthcare, 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-based and clinical management-based programmes. Also refer to Part II;
- 1.20. **“Medical Schemes Act”** means the Medical Schemes Act, 131 of 1998;
- 1.21. **“Member”** means any person who has been enrolled or admitted as a principal member of Bonitas or who is defined as principal member in terms of the scheme rules;
- 1.22. **“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;
- 1.23. **“Medscheme”** means Medscheme Holdings Proprietary Limited with registration number: 1970/015014/07, accredited both as an Administrator and Managed Health Care Organisation in terms of Medical Schemes Act, 131 of 1998 and the appointed Administrator of Bonitas;
- 1.24. **“Personal and Health Information”** means information that identifies or relates specifically to You, all Your Dependents, and if applicable, Your employees. It includes but is not necessarily limited to:
- 1.24.1. any identifying number, symbol, online identifier or other particular unique identifiers;
  - 1.24.2. geolocation information such as an e-mail address, physical address, telephone number, other location information;
  - 1.24.3. biographic information;
  - 1.24.4. financial information;
  - 1.24.5. physical or mental health or medical information;
  - 1.24.6. biometric information;
  - 1.24.7. benefit option plan information;
  - 1.24.8. all existing and future diagnosis, treatment and care of chronic conditions and prescribed minimum benefits conditions;
  - 1.24.9. active disease clinical information, pharmacy benefit, pathology information;
  - 1.24.10. medical or clinical information that healthcare providers send to the Administrator and Bonitas;
  - 1.24.11. claims information;
  - 1.24.12. all results, including pathology and radiology (if any), which may also include information about HIV or AIDS, sexually transmitted diseases and pregnancy or its termination; and
  - 1.24.13. health information obtained from wellness assessments, wearable electronic devices and any other relevant sources.
- 1.25. **“Platforms”** means collectively Bonitas’ websites, including affiliated websites and Member portals;
- 1.26. **“POPIA”** means the Protection of Personal Information Act, No 4 of 2013;
- 1.27. **“Processing”** means any operation or activity or any set of operations, whether or not by automated means, concerning Personal and Health Information, including:
- 1.27.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

- 1.27.2. dissemination by means of transmission, distribution or making available in any other form; or
- 1.27.3. merging, linking as well as blocking, degradation, erasure or destruction of information and “Process” has the same meaning.
- 1.28. **“Permitted Purposes”** means the purposes that are more fully described in clause 2 of these Privacy Terms and Conditions;
- 1.29. **“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 Dependand during Your membership with Us;
- 1.30. **“Users”** means You and any of Your Dependants who access the Platforms and “User” shall have a similar meaning;
- 1.31. **“Value Add Products / Services (“VAP/S”)**” means those services or products including lifestyle and/or insurance-type products which are negotiated on behalf of Members to try to reward Members for their support. Members will decide whether or not to take up the VAP/S. At no time shall a Member be obliged to take up any offers which may be made to him/her in respect of the VAP/S;
- 1.32. **“We”, “Us”, “Our”** means Bonitas, its Administrator and Managed Health Care Organisation and/or Contracted Third Party;
- 1.33. **“You”** and **“Your”** means the user of healthcare services provided and/or Your legal guardian flowing from Your contract of membership with Bonitas.

## 2. PERMITTED PURPOSES

- 2.1. The purposes for which Your Personal and Health Information will be processed by Bonitas and Contracted Third Parties are as follows:
  - 2.1.1. to assess the risk to be covered by Bonitas;
  - 2.1.2. to verify the accuracy, correctness, completeness of any information provided (or not) to Bonitas in the course of processing an application for membership or a benefit or processing a claim;
  - 2.1.3. to perform Administration Services and relevant Managed Health Care Services and enforce related contractual rights and obligations flowing from Your membership;
  - 2.1.4. to facilitate the recovery of all medical expenses paid by Bonitas from third parties that are liable therefor, such as the Road Accident Fund or any other liable person or entity;
  - 2.1.5. to enable You to access and use the Platforms, including the regular development on the Platforms;
  - 2.1.6. to market Medical Scheme products and to activate and repopulate the Platforms;
  - 2.1.7. to activate Your Digital Health Data and enrol You on any Managed Health Care programmes and initiatives that will benefit You or Your Dependand(s) in managing any healthcare condition and optimise Bonitas benefits. This is more clearly set out in Part II;
  - 2.1.8. to activate Your enrolment and participation on any Managed Health Care programmes and initiatives through the implementation of the Digital Health Data Services and Technology in order to:
    - 2.1.8.1. 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
    - 2.1.8.2. share Your clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for Your benefit.

- 2.1.9. to collect and store all information relating to Your diagnosis, treatment and care at any healthcare establishment and by any healthcare service provider through the Digital Health Data Services and Technology;
  - 2.1.10. to establish prevention and risk management initiatives of Bonitas to deal with fraud, waste and abuse of Your healthcare benefit in accordance with Your benefit option plan;
  - 2.1.11. to store Your Personal and Health Information in a secure cloud-based storage facility; and
  - 2.1.12. to market any Value-Add Services by Contracted Third Parties.
- 2.2. You also authorise Bonitas and the Administrator to obtain and share information about Your creditworthiness with any credit bureau or credit providers' industry association or industry body. This includes information about credit history, financial history, judgments, default history and information for purposes of risk analysis, tracing and any related purposes.

### **3. USE AND PURPOSE OF PROCESSING PERSONAL AND HEALTH INFORMATION**

- 3.1. Bonitas, the Administrator and Contracted Third Parties (in Our respective capacities as responsible parties and/or operators under POPIA and the Data Protection Legislation) will Process Your Personal and Health Information for any of the Permitted Purposes.
- 3.2. You acknowledge that Your consent contained is freely and voluntarily given without being forced, influenced, pressured or harassed to do so.
- 3.3. You have the right to withhold, withdraw, change or revoke Your consent to Processing of Your Personal and Health Information for any of the Permitted Purposes, however You acknowledge that if You do so, We may not be able to provide You with certain services relating to the Permitted Purposes or otherwise. If You wish to withhold, withdraw, change or revoke Your consent please contact Us at [infoprivacy@bonitas.co.za](mailto:infoprivacy@bonitas.co.za) or follow the steps on the Platforms.
- 3.4. You have the right to inform Us when You do not want to receive any automated direct-marketing information and You may opt out of receiving such information by using the unsubscribe / opt out options on the Platforms.
- 3.5. You have the right to request details about and 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 by contacting the Bonitas Client Service Call Centre and/or accessing the Platforms.

### **4. DISCLOSURE OF PERSONAL INFORMATION TO THIRD PARTIES**

- 4.1. We will transfer Your Personal and Health Information to Bonitas' Contracted Third Parties to enable them to process Your Personal and Health Information for the Permitted Purposes.
- 4.2. Bonitas' Contracted Third Parties 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.
- 4.3. We collect 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 Bonitas.
- 4.4. You understand Our undertaking to keep Your Personal and Health Information confidential and to not disclose such records to third parties unless –
  - 4.4.1. We are permitted by law to make such disclosure;
  - 4.4.2. You consent to such disclosure; or
  - 4.4.3. the disclosure is necessary to deal with an Emergency.

- 4.5. Bonitas 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 Your or Your Dependents' products or benefits with these parties.
- 4.6. Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa. In all instances pertaining to academic research and statistics, You shall not be identifiable. Your Personal and Health Information will be Deidentified insofar possible and We will ensure that the academics and researchers keep Your Personal and Health Information confidential. 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.

## **5. CONSENT OF DEPENDANTS**

- 5.1. The principal member's consent in respect of a Child shall be considered the consent of a Competent Person as defined in the POPIA.
- 5.2. The principal member warrants that it has obtained the consent of each Dependant who is not a Child. 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 Bonitas for the Permitted Purpose. Bonitas may require written proof that You have the authority to give consent as contemplated in this paragraph. We will process the Dependant's Personal and Health Information only in relation to the Permitted Purposes.

## **6. SECURITY MEASURES AND STORAGE**

- 6.1. 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.
- 6.2. 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.
- 6.3. Your Personal and Health Information will be stored in Our secure internal servers which meet internationally recognised information security standards conforms with our risk assessment as is required in terms of s19 of the POPIA.

## **7. UPDATING PERSONAL AND HEALTH INFORMATION**

- 7.1. You confirm that all Personal and Health Information provided to Bonitas at the time of enrolment or activation of Your application for medical aid is true and correct.
- 7.2. Bonitas 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 or damage that You may suffer as a result of inaccurate or outdated information provided to Us, or as a result of Your failure to update Your Personal and Health Information.
- 7.3. For guidance for updating Your Personal and Health Information, kindly contact Our call centre or follow the instruction on Our Platforms.

## 8. CHANGES TO TERMS AND CONDITIONS

8.1. 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 any amended or updated Terms and Conditions. The most recent version of these Terms and Conditions will always be available at Our branches or on the Platforms.

## 9. THIRD PARTY CONSENT

9.1. In providing access to the VAP/S, Bonitas is authorised 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 offer or customise any VAP/S which may be suitable to Your needs.

9.2. Your permission enables Bonitas, Medscheme and its Contracted Third Parties to provide You and Your Dependants with information about insurance and lifestyle rewards and products which have been negotiated on Your behalf by Bonitas, and for you to be contacted by such entities.

9.3. Your permission enables Bonitas and Medscheme to share Your and Your Dependants' Personal Information – but not Your Health Information, unless separately authorised by Yourself – with its Contracted Third Parties for the purposes set out above.

## 10. COMMUNICATION WITH YOU

10.1. We will use Your updated contact information as it appears on our records to:

- a. send You the latest developments in respect of 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 access;
- c. only with Your consent, 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.

## 11. COMPLAINTS

11.1. If You believe that We have used Your Personal and Health Information contrary to these Terms and Conditions, You must first attempt to resolve any concerns with Us.

11.2. You will be required to follow the procedure as set out in our PAIA manual which is published on our Platforms.

11.3. 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:

JD House  
27 Stiemens Street  
Braamfontein  
Johannesburg  
2001  
E-MAIL: [POPIAComplaints.IR@justice.gov.za](mailto:POPIAComplaints.IR@justice.gov.za)  
[PAIAComplaints.IR@justice.gov.za](mailto:PAIAComplaints.IR@justice.gov.za)

## PART II

### DIGITAL HEALTH DATA SERVICES AND TECHNOLOGY (“DHDST” AS DEFINED)

1. Bonitas together with the Administrator have developed DHDST (including the Platforms) in order for Your selected healthcare providers and its Contracted Third Parties to assist You with procuring coordinated affordable, cost effective and evidence-based healthcare to optimise the benefits of the benefit option plan that You have selected.
2. Bonitas together with the Administrator has partnered with its Contracted Third Parties to:
  - 2.1. 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 secure way among healthcare professionals and healthcare service providers; and,
  - 2.2. 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 privacy.
3. Bonitas and the Administrator shall be processing 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 to create a record of Your DHD which shall be used to enhance your health and treatment options, and may include Managed Health Care interventions.
4. You authorise Bonitas and the Administrator to activate DHD and enrol You on any programmes and initiatives implemented through the DHDST that will benefit You in managing any medical condition You have and optimise the use of Your benefit option.
5. You authorise Bonitas and the Administrator to activate Your participation on these Platforms for the purpose stipulated in paragraph 2 and any of the Permitted Purposes.
6. You authorise Your selected Healthcare Providers or any healthcare practitioner who has or will attend to You and Your Dependants to provide Bonitas and the Administrator with Your Personal and Health Information as may be required to fulfil the objectives of the DHDST.
7. Bonitas’ Contracted Third Parties who are authorised to access Your DHD or Your Personal and Health Information as organised and stored in the DHDST will process Your Personal and Health Information for the Permitted Purposes.
8. You understand and agree that following the receipt of Your Personal and Health Information for the purposes of the DHDST, Bonitas may, as may be applicable:
  - 8.1. register You on its active disease management programmes and initiatives;
  - 8.2. apply the relevant Bonitas Rules in relation to managed healthcare protocols, formularies and pre-authorisation processes;
  - 8.3. advise You regarding the applicable benefit option cover, protocols and formularies, where necessary, in relation to the treatment and care of any chronic condition that You have been diagnosed with; and,
  - 8.4. manage the funding of Your benefits in accordance with the registered rules and the Medical Schemes Act.
9. Your Personal and Health Information may also be shared with Your selected healthcare providers and the Contracted Third Parties in the event of an Emergency where the failure to provide Your Personal and Health Information for Your immediate medical treatment may result in serious bodily impairment, dysfunction or death.



10. You can at any time change or revoke Your consent to participate on the DHDST by formally informing or notifying Bonitas, the Administrator, Your selected healthcare providers and Contracted Third Parties of Your decision. In this case, Your DHD or the DHDST will be accessed by Bonitas, Administrator, and Managed Health Care Organisation only up to the date You revoke Your consent. Bonitas and the Administrator will no longer disclose Your Personal and Health Information to any of its Contracted Third Parties for the purpose of the DHDST from then on. Should you revoke your consent to share your DHD, then should you not receive the proper or correct treatment as a result of your Personal and Health Information not being appropriately shared, you acknowledge this risk and indemnify Bonitas, the Administrator and the Managed Health Care Organisation against any liability.
11. You understand that once Bonitas has shared Your Personal and Health Information with Your selected healthcare providers and Bonitas' Contracted Third Parties, Bonitas has no further control over this information and will not be accountable for its safeguarding. You also understand that Your selected healthcare providers and Contracted Third Parties have confirmed to Bonitas that they will treat Your information private and confidential and in line with POPIA and the Applicable Data Protection Legislation.

## **PART III**

### **ACKNOWLEDGEMENT AND DECLARATION AUTHORISING BONITAS AND MEDSCHEME TO ATTEND TO THIRD PARTY RECOVERIES FOR BONITAS MEMBERS**

1. You acknowledge that You will be responsible to include in any claim that You or any of Your Dependants may have against a third party for loss or damage suffered), where that third party may be liable towards You for such loss or damage, all costs paid by Bonitas Medical Fund ("Bonitas" or "the Scheme") for Your treatment or the treatment of all Your Dependants.
2. You further acknowledge that You will keep the Scheme appraised, or if an attorney is acting on Your behalf, instruct Your attorney to keep the Scheme appraised, of any and all progress with regards to any such third-party claim and that You will readily sign all documentation which may require Your signature by the Scheme.
3. You understand that failure to sign all required documents, failure to keep the Scheme informed, failure to include the Scheme's interest and failure to pay back to the Scheme any monies recovered and received from any third party who has been found liable therefore, and which are due back to the Scheme, constitutes a breach of the conditions of Your membership to the Scheme, may lead to legal action taken against You and/or Your registered Dependants and may lead to the termination of Your membership.
4. By acknowledging Your responsibility above, You hereby provide Your personal consent and warrant that You are the competent person to grant consent on behalf of Your registered Dependants for the Scheme to directly or through its Contracted Third Party recoveries service provider, and/or contracted Medical Scheme Administrator (i.e. Medscheme Holdings (Pty) Ltd and its authorised agents) to liaise directly with Your attorneys to obtain information pertaining to Your accident and information regarding Your third party claim, to liaise with and obtain information (progress, status, details of settlement, etc.) relating to Your third party claim directly from the Road Accident Fund (RAF) or any other third party which may be liable, and/or to obtain copies of all Your and/or Your dependants' accident-related police and/or medical and hospital records/accounts, directly from the relevant departments or suppliers.

**Last updated: 22 September 2022**

*This version of the Terms and Conditions replaces and supersedes all other Terms and Conditions that have been previously issued.*