

PROTECTION OF YOUR PERSONAL INFORMATION

PRIVACY POLICY

The South African Police Service Medical Scheme (Polmed or Your Medical Scheme) wants to empower You to make the best healthcare decisions and to assist You to optimise the utilisation of Your benefit option. By virtue of Your Membership with Us, We are legally required to have a lawful justification for processing your Personal Information to ensure that You always have access to coordinated and cost-effective healthcare without compromising quality. This Privacy Policy is aimed at achieving the following:

- Inform You about Our justification for processing Your Personal Information;
- Advise You on what We do with your Personal Information;
- Advise You of Your rights in relation to Your Personal Information; and,
- Request You to help Us to keep Your Personal Information accurate and up to date.

This Privacy Policy forms an integral part of Your contract of membership with Polmed. You must read and familiarise yourself with and observe, in conjunction with this Policy, Polmed's registered Rules, and the Medical Schemes Act 131 of 1998 and Regulations.

To improve Your access to bespoke coordinated healthcare solutions, Polmed 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 POPIA 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 Polmed because We will not be able to activate and provide you with Your membership and provide You with Your medical aid benefits.

Polmed 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 the Protection of Personal Information Act, 4 of 2013 and the Applicable Data Protection Legislation.

In the circumstances, Polmed undertakes to continue maintaining the privacy, safety and integrity of Your Personal and Health Information, as it has always done. We will not sell 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 services required for the effective and efficient administration of Polmed including but not 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 Polmed;
- 1.2. "Administrator"** means an entity that is accredited as such by the Council for Medical Schemes and appointed by Polmed to provide Administration Services and the relevant Managed Healthcare Services to Members and Dependants. In the context of this document, Medscheme is the appointed Administrator and Managed Healthcare Organisation for Polmed;
- 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 Polmed entitled to benefits that you have subscribed for;
- 1.6. **“Biometry”** 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. **“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 for any matter concerning a child, for example a parent or legal guardian;
- 1.9. **“Contracted Third Parties”** means any providers of services required by Polmed to fulfil its contractual obligations towards You relating to your contract of membership, with whom Polmed 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 Polmed’s Administrator, contracted Managed Healthcare Organisations, Designated Service Providers, selected service providers, any health information exchange providers, information technology and communications providers, marketing and specialist professional advisors;
- 1.10. **“Consent”** means You or Your Dependant’s (as the context may require) voluntary, specific and informed expression of will in terms of which You give us permission to process your Personal Health Information;
- 1.11. **“Dependant”** means any person who is recognised as a dependant of a Member under the Scheme Rules and is eligible for benefits covered by the medical scheme;
- 1.12. **“Effective Date”** means the date on which Your membership with Polmed commenced;
- 1.13. **“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;
- 1.14. **“Managed Healthcare 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;
- 1.15. **“Member”** means any person who has been enrolled or admitted as a principal member of Polmed or who is defined as principal Member in terms of the Scheme Rules;
- 1.16. **“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;

- 1.17. **“Medscheme”** means Medscheme Holdings (Proprietary) Limited with registration Number 1970/015014/07 accredited both as an Administrator and Managed Healthcare organisation of medical schemes in terms of the Medical Schemes Act 131 of 1998;
- 1.18. **“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;
- 1.19. **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person including as further described in POPIA;
- 1.20. **“Polmed”** means South African Police Service Medical Scheme with registration number ... a registered medical scheme in accordance with the Medical Schemes Act 131 of 1998;
- 1.21. **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
 - 1.21.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.21.2. dissemination by means of transmission, distribution or making available in any other form; or
 - 1.21.3. merging, linking as well as blocking, degradation, erasure, or destruction of information;“Process” and “processed” will have the same meaning.
- 1.22. **“POPIA”** means Protection of Personal Information Act, 4 of 2013;
- 1.23. **“Permitted Purposes”** means the purposes that are more fully described in clause 2 of these Privacy Terms and Conditions;
- 1.24. **“Responsible Party”** means public or private entity or any other person which, alone or in collaboration with others, determines the purpose of and means for processing Personal Information;
- 1.25. **“Selected Healthcare Providers”** means all healthcare providers, with a valid practice number, who have treated You or Your Dependant in the last 12 months preceding the date of Your application for or who are treating You or Your Dependant during Your membership with us;
- 1.26. **“Site”** means collectively Your medical scheme’s website, Administrator’s website, mobi-sites, and applications, including, without limitation, affiliated websites, health information exchanges, and the Member portals;
- 1.27. **“Users”** means You and any of Your Dependants who access the site;
- 1.28. **“We”, “Us”, “Our”** means Your medical scheme, its Administrator and managed healthcare organisation;
- 1.29. **“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;
- 1.30. **“Your Medical Scheme”** means **The**

2. Permitted Purposes

- 2.1. The purposes for which Your Personal and Health Information will be Processed by Polmed, the Administrator, Managed Healthcare 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 Polmed while 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 Polmed 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 Polmed products and to activate and prepopulate the Site.
 - 2.1.7. activate and enrol Your membership on any Managed Healthcare programmes and initiatives that will benefit You or Your Dependant(s) in managing any healthcare condition and optimise Your Polmed 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 Polmed 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 Polmed and its 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 sharing of information for purposes of risk analysis, tracing and any related purposes.

3. How We use Your Personal and Health Information for the Permitted Purposes

- 3.1. When You consent to the disclosure of Your Personal and Health Information to us for the Permitted Purposes, We are able to, without limiting the following instances;
- 3.1.1. register You as a Member of the medical scheme, subject to the terms of Your scheme rules, and link Your identity to the medical aid benefits that You have selected.
 - 3.1.2. fulfill our contractual obligations to You and give You access to available and affordable medical aid 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 (a component of Your current and historical Health Information - 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 Managed Health Care 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 Polmed on behalf of a guilty third party; and/or,
- 3.1.9. audit and investigate all Your claims submitted by various healthcare providers or establishments for authenticity in our efforts to prevent or minimise the risk of fraud, waste and abuse against medical aid funds.

4. How We collect Your Personal and Health Information

- 4.1. 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.
- 4.2. 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 a third party may share Your information with Polmed. While Polmed 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.
- 4.3. 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.
- 4.4. 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.

5. Your rights and our obligations

- 5.1. 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.
- 5.2. You acknowledge that You are giving Your Consent voluntarily without being forced, influenced, pressured or harassed to do so.
- 5.3. 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 POLMED Contact Centre on 0860 765 633. Polmed reserves the right to invoke exemption to process a Member's data in terms of section 37 of POPIA.
- 5.4. You have the right to inform us when You do not want to receive any direct marketing or do not want to be subject to automated decision-making.
- 5.5. 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 Polmed or by accessing Your Site. As soon as this information is captured and updated, Your Personal and Health Information will no longer be shared.
- 5.6. You have the right to object to the processing of Your Personal Information at any time and revoke any consent You have given.

- 5.7. 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. You may lodge Your requests in accordance with Polmed's PAIA Manual which is available on our website at www.polmed.co.za. Alternatively, you may contact the Polmed Contact Centre on 0860 765 633 for this purpose. We will need to verify Your identity before providing any of Your Personal and Health Information. We are entitled to charge a fee for this service and will let You know what it is at the time of Your request.

6. Disclosure of Personal Information to third parties

- 6.1. You Consent to the transfer of Your Personal and Health Information to Polmed's Administrator, Managed Healthcare Organisation, and Contracted Third Parties who will be able to process Your Personal and Health Information for the Permitted Purposes.
- 6.2. Polmed's 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.
- 6.3. 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 Polmed.
- 6.4. You understand our undertaking to keep Your Personal and Health Information confidential and to not disclose such records to third parties unless –
- 6.4.1. We are required by law to make such disclosure;
 - 6.4.2. You Consent to such disclosure; or
 - 6.4.3. the disclosure is necessary to deal with an Emergency.
- 6.5. Polmed 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.
- 6.6. Your Personal and Health Information may be shared with third parties such as academics and researchers, including those outside the Republic of South Africa, subject to the necessary restrictions for cross-border-transfer when sending data out of the Republic or back in will apply. 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.

7. Consent of Dependents

- 7.1. If You are the 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 Polmed for the Permitted Purposes. Polmed shall require written proof that You have the authority to give Consent as contemplated in this paragraph.
- 7.2. You understand that when You include Your Dependents on Your medical aid, 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 Polmed cover and related services to them.

7.3. 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.

7.4. In exceptional cases We may be required by the law to disclose Yours and Your Dependant's Personal and Health Information to third parties.

8. Security measures and storage

8.1. 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.

8.2. We will retain and archive Your Personal and Health Information for as long as is legally required. Where We no longer require the Personal and Health Information, We will destroy or de-identify the information, unless retention is required by law.

8.3. 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.

9. Updating Personal and Health Information

9.1. You confirm that all Personal and Health Information provided to Polmed at the time of enrolment or activation of Your application for medical aid is true and correct.

9.2. Polmed 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.

9.3. 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 at Polmed@medscheme.co.za, or contact our Contact Centre on 0860 765 633.

10. Changes by the medical scheme

We may unilaterally change this Privacy Policy 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 always be available at our branches and on www.polmed.co.za

11. Value-added Goods and Services

11.1. In an effort to reward You as our Member for Your support, Polmed has negotiated benefits with the providers of value-added Goods and Services for our Members.

11.2. You give permission to Polmed to share Your and Your Dependents' Personal Information – but not Your Health Information, unless separately authorised by yourself – with Your Administrator, Contracted Third Parties and the AfroCentric Group.

- 11.3. For the purpose of this section of the Policy, “Goods and Services” refers to all value-added Goods and Services provided by Polmed’s Contracted Third Parties and the AfroCentric Group which would aid or add or supplement or amplify the value you derive or experience from Your medical aid benefits and services from Polmed and may include anything relating to lifestyle rewards, marketing and promotions, financial and insurance services, and technology services. These services are strictly separate from the business of Polmed and Your subscription to those services will not absolve Polmed’s obligations to You as its Member.
- 11.4. Polmed will share (with Your consent or if You do not object) Your Personal Information with Contracted Third Parties, and/or the AfroCentric Group. Polmed’s Contracted Third Parties or the Afrocentric Group will process Your Personal Information for the following purposes:
- 11.4.1. The administration of any value-added Goods and Services;
 - 11.4.2. The provision of any services that You or any Dependant on Your value-added Goods and Services;
 - 11.4.3. The rendering of services by any of the AfroCentric Group subsidiaries or contracted third parties; and,
 - 11.4.4. The provision of relevant information to a Contracted Third Party who requires such information to render a service to You or any Dependant on Your lifestyle policy and only if such contracted third party agrees to keep the information confidential.
- 11.5. You give permission for Polmed’s Contracted Third Parties, and the Afrocentric Group to provide You and Your dependants with information about insurance and lifestyle rewards and products which have been sourced for Your consideration or benefit.
- 11.6. It is voluntary to accept the terms and conditions to the marketing and promotion of value-added Goods and Services. If You object, the AfroCentric Group cannot activate marketing and promotion of its value-added Goods or Services to You.
- 11.7. Contracted Third Parties or the Afrocentric Group may process Personal Information using automated means to make a decision about You or Your application for any Goods or Services. When this happens, You will be duly informed. You also have a right to send an inquiry regarding this decision to the AfroCentric Group.
- 12. Communication with You**
- 12.1. It is Your responsibility to provide Polmed with Your updated contact information such as Your postal and physical address, e-mail address, telephone or cellular phone number in order for Polmed to keep you informed on any developments of its service obligations to You and the changes of this Privacy Policy.
- 12.2. 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. to send You direct marketing material in respect of any value-add services and products.
 - d. send You notifications on any developments concerning Your Personal and Health Information with us.
- 12.3. You specifically agree that the AfroCentric Group may contact 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.

13. Complaints

- 13.1. 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. You may contact us

General contact details

Company name	South African Police Medical Scheme
Postal address	Polmed PO Box 14812 Hatfield Pretoria 0028
Physical address	Crestway Office Park, Block A, 20 Hotel Street, Persequor Park, Lynwood, Pretoria, 0081
Telephone number	+27 11 671 2000

- 1.1. 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
PAIAComplaints.IR.@justice.gov.za

PART II

POLMED SITE AND ELECTRONIC COMMUNICATIONS TERMS AND CONDITIONS

These Site and Electronic Communications Terms and Conditions are applicable to all persons who access information which is available on the Site provided by Polmed, Administrator and Contracted Third Parties. These Terms and Conditions must read together with Polmed's Privacy Policy in Part I and are in addition to any other terms and conditions which may be applicable to a user utilising any Site. In the event of a conflict, this Site and Electronic Communications 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 Polmed 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 the cost and maintenance of such devices will be for Your account and Polmed 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. Polmed 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

- a. By using Polmed's Site, You expressly agree to all the conditions in this Policy. If You do not agree to these conditions, please do not continue to use them.
- b. You agree that this Policy applies to any information accessed via the Site, and to all sections of the Site.

3. Change to this User Agreement

- a. This Policy is subject to change at any time at the instance of Polmed. 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.
- b. The most updated version of this Policy will apply each time that You access and use the Site.

4. Processing of Personal and Health Information

- a. You agree that We may process Your Personal and Health Information for all purposes (including the Permitted Purposes described Part I.2 of the Privacy Policy) that relate to the Site.
- b. You confirm that We may share Your Personal and Health information with our Contracted Third Parties for the Permitted Purposes described in Part I.2, and for the additional purposes or purpose of:

- i. the use of the Site.
- ii. activate Your participation to the electronic health record (“EHR”) designed by Polmed 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 Polmed benefits.
- iii. activate Your enrolment and participation on any managed healthcare digital programmes and initiatives in order to:
 - 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.
 - 2. share Your Personal and Health Information (including historical data) in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for Your benefit.

5. Your Account

- a. 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.
- b. 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 Polmed to re-activate Your access.
- c. You are prohibited from sharing Your login information with anyone. This includes third party applications and websites. If You do so You put yourself and Your Personal and Health Information on the Site at risk, and Polmed shall bear no responsibility for any harm suffered by You as a result.
- d. 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.
- e. You agree that You will not do the following on the Site, which constitutes a material breach of these terms and conditions:
 - i. signing in as another person (other than as may be lawfully authorised to do so by such a person);
 - ii. posting material that violates the intellectual property rights of others or the privacy of others or that is offensive to other people;
 - iii. using the Site in a way that could be harmful to You, or other users of the Site; or
 - iv. unlawfully gathering information about others.

6. Electronic Communication and Records

- a. When visiting the Site or sending e-mails to us or using 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.
- b. 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.
- c. Any electronic communication (for example, an e-mail or SMS) sent to You will be regarded as received upon being sent by Polmed.
- d. If You do not want to receive any electronic communications, please contact us at 0860 765 633 or email us on Polmed@medscheme.co.za
- e. Polmed takes all reasonable steps to protect Your Personal and Health Information and maintain confidentiality, including using encryption technology. However, Polmed 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

- a. Where You have authorised third parties to access the Site, You agree that:
 - i. You are aware that through the use of the Site, they will gain access to Personal and Health Information about You and Your Dependants.
 - ii. 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.
 - iii. You will not exploit the information so accessed for commercial purposes, or any other purpose which would be to the detriment of Polmed or its Members.
 - iv. You confirm that You will protect and maintain the confidentiality of all Personal and Health 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

- a. 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. Polmed urges You to take independent professional advice where necessary.
- b. 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.
- c. 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 at the sole discretion of Polmed.
- d. 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.
- e. 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 Polmed is not responsible, and will not be held liable, for any information or content received from these external sources.
- f. You agree that all information provided by You at any time to Polmed 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

- a. If You receive an unsolicited e-mail seemingly from Polmed, that requests You to provide Personal Information (such as Your credit card number, username, 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.
- b. Polmed 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

- a. 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 Polmed and Polmed 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.
- b. We provide these links as a convenience to You, and You agree that the inclusion of links does not imply an endorsement by Polmed of the linked website, their business or security practices, or any association with its operators.
- c. Should You have any queries arising from transactions You conclude with such third parties, You will be required to contact them directly.
- d. 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 rewards and insurance). Only once We have Your permission will You receive the information about the value-added benefits.
- e. You may be given the opportunity to opt into all communication channels offered by the Site, however, You will have the option of modifying Your content by logging into the Site.

11. Complaints

- a. If you believe that We have used Your Personal Information contrary to this Privacy Policy, You must first attempt to resolve any concerns with us.

General contact details

Company name	South Africa Police Service Medical Scheme ("Polmed")
Postal address	Crestway Office Park Block A 20 Hotel Street Persequor Park Lynwood 0081
Physical address	37 Conrad St, Florida North, Roodepoort, 1709
Telephone number	+27 11 671 3156

- b. 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
PAIAComplaints.IR@justice.gov.za

PART III

ACKNOWLEDGEMENT AND DECLARATION AUTHORISING POLMED AND MEDSCHEME TO ATTEND TO THIRD PARTY RECOVERIES FOR POLMED 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 the South African Police Service Medical Scheme (“Polmed” or “the Scheme”) for Your treatment or the treatment of all Your Dependants.
2. You further acknowledge that You will keep the Scheme apprised, or if an attorney is acting on Your behalf, instruct Your attorney to keep the Scheme apprised, 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.