

# EMPLOYEE BENEFITS

Group Risk and Retirement Funds

## Our Privacy Statement

### Definitions

We, us and our	refers to Discovery Life Limited, a public company with limited liability, as well as a licensed long- term insurer, an authorised financial services and registered credit provider and a licensed section 13B administrator. Registered under the company laws of the Republic of South Africa, registration number 1966/003901/06, and where applicable Discovery Vitality (Proprietary) Limited “Vitality”), a private company with limited liability registered under the company laws of the Republic of South Africa, or both companies as the case may be. The principal place of business of both companies is 1 Discovery Place, Sandton, Johannesburg, 2196.
You and your	refers to you as a member of the retirement fund or scheme through your employer.
The Funds/ Scheme	means the Discovery Life Pension Umbrella Fund or Discovery Life Provident Umbrella Fund or Discovery Group Risk Scheme.
Your personal information	refers to personal information about you, your spouse, dependants and beneficiaries (as relevant). It includes information about financial status, gender, age, contact numbers and addresses.
Process information	means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
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.

## **Purpose of this Privacy Statement**

When you engage with us, you trust us with personal information about yourself, your spouse, your dependants and beneficiaries. We are committed to protecting your right to privacy. We'll take all reasonable steps to keep your personal information safe and confidential. The purpose of this Privacy Statement 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").

## **Indemnification**

Each party accepts responsibility to the extent that the processing activities of personal information fall under the control of that party and agrees to indemnify the other party/ies against any loss or damage, direct or indirect, that an employee/member may suffer because of any unauthorised use of their personal information or if a breach of their personal information occurs, but only if the processing of that personal information is controlled by that party.

## **Acceptance is voluntary**

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 provide you with our products and services. We need personal information about you and your dependants. We will only collect and process personal information for valid and lawful reasons. The acceptance of these terms and conditions and the permission given to process personal information relating to you, your spouse, your dependants' and beneficiaries' will continue after your death.

## **We keep personal information confidential**

We will keep your personal 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.

## **Authority to act for other people**

You warrant that when you give us personal information about your spouse, your dependants, your family and beneficiaries, which may include a person under 18 (a minor), you have received their permission or the necessary permission from the guardian of the minor person to share their personal information with us. You understand that when you include, your spouse, dependants and beneficiaries on a form, we will process their personal information for the activation of the policy/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement and other related purposes.

## **Purpose for processing your personal information**

You agree that we may process your personal information for the following purposes:

1. Administering your fund, scheme or policy.
2. Assessing any claims submitted to Discovery Employee Benefits.
3. Allowing any of the following to advise you about or offer to you any improved benefits or new products that you may qualify for by:
  - Any company in the Discovery Group
  - Any third-party provider
  - Any financial services provider or its representative approved by Discovery
4. Providing relevant information, including your personal information, to a contracted third party who needs the information to provide a service to you relating to the fund, scheme or policy. We will ensure that the third party has agreed to keep the information confidential.

## Sharing personal information with third parties

If you are a member of the Vitality programme, you further agree that we may process your personal information and that of your dependents for the following purposes:

- The administration of the Vitality programme
- The provision of any services that you or your dependant may require on your Vitality policy
- The rendering of services by Vitality
- The provision of relevant information to a contracted third party who requires such information to render a service to you or your dependants on your Vitality policy, only if such contracted third party agrees to keep the information confidential.

By signing this form, you confirm that you give us consent to:

- Share with the appointed financial adviser the fund, scheme or policy information, including the personal information, necessary to ensure the efficient administration of the fund, scheme or policy and to ensure that we comply with all relevant legislation.
- Share your health information with the appointed financial adviser during any underwriting process.
- Process information using automated means (without human intervention in the decision-making process) to make a decision about you or your application for any product or service relating to your fund, scheme or policy. You may query the decision made about you.

You agree to indemnify us against any loss or damage, direct or indirect, that you may suffer because of the unauthorised use of your personal information.

## Sanction screening

You consent and agree that:

- We may process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanction lists.
- We may communicate such personal information to local and international Regulatory Bodies, as well as to other entities in the Discovery Group if you are matched to one of these sanction lists.
- We may terminate this agreement with immediate effect if you are found to be on a sanction list.

If a third party asks us for any of your personal information, we will share it with them only if:

- You have already given your consent for the disclosure of this information to that third party
- They are third parties that we contract with to provide services to the fund, scheme or policy, for example auditors
- The person or organisation has a legal right to access the information, for example, regulators, and your financial adviser.

## Sharing personal information with the Discovery Group

You confirm that we may share your personal information within the Discovery Group of Companies for all the following:

- Administration
- Fraud prevention

- Providing group-wide services, benefits and infrastructure (where necessary) to help you in your personal or professional capacity.

### **Sharing for research and improvement purposes**

You confirm that we may share and combine all your personal information for any one or more of the following purposes:

- Market, statistical and academic research
- To customise our benefits and services to meet your needs.

You agree that your personal information may be shared with third parties such as academics and researchers, including those outside South Africa. We will ensure that the academics and researchers will keep your personal information confidential and where appropriate anonymous, to the extent possible. No personal information will be made available to a third party unless they agree to abide by our strict confidentiality protocol requirements. If we publish the results of this research, you will not be identified by name.

If we want to share your personal information for any other reason, we will do so only with your permission.

### **Obtaining and sharing personal information for credit purposes**

By signing this form, you authorise us to obtain and share information about your creditworthiness with any credit bureau or credit provider's industry association or industry body. This includes information about credit history, financial history, judgements, default history and sharing of information for purposes of risk analysis, tracing and any related purposes.

### **Right to communicate electronically**

We have the right to communicate with you electronically about any changes on your fund, scheme or policy, including your contributions or changes and improvements to the benefits you are entitled to in terms of the rules of the Funds.

### **Obtaining personal information for data quality purposes**

We have a duty to take all reasonably practical steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

### **Duty to keep you informed**

We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Discovery Group and contracted third-party service providers may communicate with you about these.

Please let us know if you wish to receive any direct telephone marketing from the Discovery Group.

### **Direct Electronic Marketing**

You may opt out of Electronic Marketing on [www.discovery.co.za](http://www.discovery.co.za) or the Discovery app. We will store your personal information for the purpose of actioning this request and will do this as soon as is reasonably possible.

## You have the right to know what personal information we have

You have the right to know what personal information we hold about you. If you wish to receive a copy, please complete an 'Access Request Form' and specify the information you would like. This form is part of the Discovery Manual to Accessing Information. It can be found on the Privacy page at [www.discovery.co.za](http://www.discovery.co.za). We will take all reasonable steps to confirm your identity before providing details of your personal 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.

You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all reasonable steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it unless the law requires us to keep it.

The following are examples of laws that require us to collect and keep personal information:

- The Electronic Communications and Transactions Act (ECT)
- The Financial Intelligence Centre Act (FICA)
- The Financial Advisory and Intermediary Services Act (FAIS)
- The National Credit Act (NCA)
- The Pension Funds Act (PFA)
- The Collective Investment Schemes Control Act (CISCA)
- The Consumer Protection Act (CPA)
- Long-term Insurance Act (LTIA).
- The Protection of Personal Information Act (POPIA)

## Transferring your personal information outside of South Africa

You agree that we may transfer your personal information outside South Africa:

- If you give us an email address that is hosted outside South Africa
- To administer certain services, for example, cloud services
- Where required to administer any offshore product.

We will take reasonable steps to ensure that any country, company or person that we pass your personal information to, agrees to treat your information with the same level of protection, as required by the laws of the country to which the information is transferred.

## Sharing your personal information for merger, acquisition or sale purposes

If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.

## Changing this Privacy Statement

We may change this Privacy Statement at any time. The most updated version will be always be available on [www.discovery.co.za](http://www.discovery.co.za).

## If you have any concerns

If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. You can contact our Deputy Information Officer at [EB\\_PRIVACY@discovery.co.za](mailto:EB_PRIVACY@discovery.co.za) or our Information Officer at [privacy@discovery.co.za](mailto:privacy@discovery.co.za). 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)  
JD House  
27 Stiemens Street  
Braamfontein, Johannesburg, 2001  
P.O. Box 31533  
Braamfontein, Johannesburg, 2017

Complaints email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)