



# Discovery Insure Limited

## Our Privacy Statement

### DEFINITIONS

“**We**”, “**us**” and “**our**” refers to Discovery Insure Limited, registration number 2009/011882/06, a licenced non-life insurer and an authorised financial services provider. The principal place of business of Discovery Insure Limited is 1 Discovery Place, Sandton, Johannesburg, 2196.

“**You**” and “**your**” refers to you as the owner of the Discovery Insure plan (“Plan”) and anyone else covered on your Plan.

“**Your personal information**” refers to all personal information Discovery Insure has processed relating to you, or persons which are related to you or under your authority (as may become relevant depending on the context). Your Personal Information includes:

- financial information;
- information about your health, race or ethnic origin, biometrics, criminal behaviour or religion;
- your gender or sex;
- your age;
- unique identifiers such as your identity number or contact numbers; and
- your addresses.

“**Discovery Group**” refers to Discovery Limited and its subsidiaries.

“**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 relating to You or Your Dependant for example a parent, legal guardian or curator bonis.

1. When You engage with us, You trust Us with personal information about Yourself and/or other data subjects (as relevant). We will process Your and their information for the purposes set out in this Privacy Statement. We are committed to protecting Your right to privacy. 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”).

2. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions and in so doing, You agree to be bound by the terms of our Privacy Statement. We do, however, require your acceptance to activate and service your Plan with Discovery Insure. This means that if You do not accept the terms of this Privacy Statement, We cannot activate and service your Plan. The acceptance of these terms and conditions and the permission given to process your personal information will continue after your death.
3. You agree that any personal information you provide to Us is information that You voluntarily provide. You also agree that if You don't provide the necessary personal information, We may not be able to comply with our obligations
4. 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 or harm suffered by You, Your spouse, Your dependents, Your beneficiaries, Your directors, Your shareholders or Your employees, as applicable.
5. You warrant that when you give Us personal information about other data subjects, You have received their permission to share their personal information with Us for the purposes set out in this Privacy Statement or any other related purposes.
6. You understand that when you include other data subjects on Your application to or contract with Discovery Insure, 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.
7. If you are giving consent for Us to Process Personal Information of a person under 18 (a minor) You confirm that you are a competent person and that You have authority to provide consent for them.
8. You agree that we may process your personal information for the following purposes, as relevant to our relationship with You:
  - 8.1. Risk management, including profiling, and administration of Your Insure Plan.
  - 8.2. Consideration of any claims for benefits under this Plan and any other Plan You are insured under.
  - 8.3. Complying with compulsory requirements under relevant laws;
  - 8.4. Administering and managing systems, websites and mobile applications;
  - 8.5. For purposes of fraud prevention;
  - 8.6. Assisting in law enforcement, anti-money laundering and counter-terrorist financing initiatives;
  - 8.7. Complying with information requests by regulators;
  - 8.8. To contract with You;
  - 8.9. To manage our relationship with You;
  - 8.10. Ensure that our records are kept accurate and up to date where You or other data subjects enter our facilities;
  - 8.11. Enabling any entity within the Discovery Group and any third-party provider or any financial services provider or its representative approved by the Discovery Group to advise You of, or offer to You, any



enhanced benefits or new products that become available from time to time which You may become entitled to or qualify for;

8.12. Providing other product providers in the Discovery Group that You currently subscribe to with information necessary for the operation of their products; and

8.13. Providing relevant information, including your personal information, to a contracted third party who requires such information to render a service to you in relation to your Plan with Discovery Insure, provided that such contracted third party agrees to keep the information confidential.

9. Further to the above, if a third party asks Us for any of Your Personal Information, We will only share it with them if:

9.1. You have already given Your consent for the disclosure of this information to that third party;

9.2. We have a legal or contractual duty to give the information to that third party including other insurers and re-insurers or industry bodies such as the South African Insurance Association. Where information is shared with other insurers or on industry body registers, this information may be in identifiable, detailed form or may be in an abbreviated or coded form.

9.3. This information could be sourced either directly or through a database operated by or for insurers as a group, at any time; or

9.4. For any of the purposes set out in this Privacy Statement.

10. You confirm that we may share your personal information within the Discovery Group of companies for:

10.1. Administration;

10.2. Fraud prevention; and

10.3. Where necessary to provide Group-wide services, benefits and infrastructure to help you in your personal or professional capacity.

11. You consent and agree that We may process your information, including personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists;

11.1. You also consent to Us communicating 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 sanctions lists;

11.2. You understand that we may terminate this agreement with immediate effect if You are found to be on a sanctions list.

12. You also confirm that We may share, both within the Discovery Group and with our service providers, and combine all Your Personal Information, including your unique identifiers, for any one or more of the following purposes directly or through a third party:

12.1. Market, statistical and academic research, including cross-company analytics;

12.2. To customise and enhance our benefits and services to meet your needs;

12.3. The conducting of surveys relating to our products and services; and

12.4. To market our services to you.

13. You agree that your personal information may be shared with third parties such as academics and researchers, including those who reside or work outside South Africa. We will ensure that the academics and researchers are obliged to keep Your Personal Information confidential and all data to the extent possible be made anonymous where appropriate. If We publish the results of this research, You will not be identified by name. No Personal



Information will be made available to a third party unless that third party has agreed to abide by strict confidentiality protocols that We require.

14. If We want to share your personal information for any other reason, We will do so only with your permission
15. We have a duty to take all reasonably practicable 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.
16. You authorise Us to obtain and share information about Your creditworthiness or the creditworthiness of any payer on Your plan with any credit bureau or credit provider's 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.
17. 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.
18. Please let Us know if You do not wish to receive any direct telephone marketing from the Discovery Group.
19. You may opt out of Electronic Marketing by:
  - 19.1. Logging into your profile on [www.discovery.co.za](http://www.discovery.co.za) or the Discovery App;
  - 19.2. Following the unsubscribe prompts on the electronic marketing communication received;
  - 19.3. By informing your appointed financial adviser; or
  - 19.4. By calling 0860 751 751

We will store Your personal information for the purpose of actioning this request and action it as soon as reasonably possible.

20. You have the right to know what personal information we hold about you. If you wish to access this information, please complete the Access Request Form available on the Discovery Website at <https://www.discovery.co.za/corporate/privacy/>.
21. We will take all reasonable steps to confirm Your identity before providing details of Your Personal Information.
22. We are entitled to charge a fee for this service and will let You know what it is at the time of your request.
23. We may keep Your Personal Information until You ask Us to delete or destroy it. This is unless the law allows Us to keep it or where we deem it necessary to keep for the pursuit of our legitimate business purposes.
24. You have the right to ask us to update, correct or delete your personal information by completing the Request for Deletion or Correction of Information Form available on the Discovery Website at <https://www.discovery.co.za/corporate/privacy/>.
25. Where we cannot delete Your Personal Information, We will take all steps to make it anonymous.



26. We are required to collect and keep personal information in terms of the following laws, amongst others:

- 26.1. The Companies Act 71 of 2008
- 26.2. The Electronic Communications and Transactions Act (ECT)
- 26.3. The Financial Intelligence Centre Act (FICA)
- 26.4. The Financial Advisory and Intermediary Services Act (FAIS)
- 26.5. Insurance Act of 2017
- 26.6. Short-term Insurance Act of 1998
- 26.7. The National Credit Act (NCA)
- 26.8. The Consumer Protection Act (CPA)

27. You agree that We may transfer your personal information outside South Africa:

- 27.1. If you give us an email address that is hosted outside South Africa; or
- 27.2. To administer certain services, for example, cloud services.

We will ensure that any country, company or person that We pass Your Personal Information, agrees to treat Your information with the same level of protection as We are obliged to.

- 28. 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.
- 29. We may process Your 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. You may query the decision made about You.
- 30. We may change this Privacy Statement at any time. The most updated version will be always be available on <https://www.discovery.co.za/corporate/privacy/>.
- 31. If You believe that We have used Your Personal Information contrary to this Privacy Statement, You have the right to lodge a complaint with the Information Regulator. However, we encourage You to first follow our internal complaints process to resolve the complaint or contact our Information Officer at [privacy@discovery.co.za](mailto:privacy@discovery.co.za). If, thereafter, You feel that We have not resolved your complaint adequately kindly contact the contact the Information Regulator.

The contact details are:

The Information Regulator (South Africa)

JD House  
27 Stiemens Street  
Braamfontein  
Johannesburg

P.O. Box 31533  
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