



Pacific Rim Administration Services Ltd. ("Pacific First") is committed to protecting the personal information of its Plan Members. Pacific First shall abide by the principles of the "Personal Information Protection and Electronic Documents Act" in the following manner:

PRINCIPLES IN SUMMARY

Pacific First sets out the following guides. Pacific First acknowledges that their own standards may have to be modified from time to time to keep their standards in line with the principles of the Act.

Pacific First's Commitment

It is understood that the privacy of every individual, Plan Member or other covered members' personal information is to be protected.

1. Claims amounts may be disclosed with regard to statements of account.
2. Names shall not be provided or attributed to particular claims for Plan Members to the plan Sponsor or union representatives unless every member of the recognized group signs an acceptance form allowing this information to be shared.
3. The ACTUAL CLAIM INFORMATION shall never be provided to the Plan Sponsor, association or union representatives.

Plan Sponsor's Commitment

Each Plan Sponsor is expected to adhere to the rules, guidelines and laws protecting each of the Plan Members covered through the contract and/or insurance policies provided by Pacific First. The ten interrelated principles set out in PIPEDA (the "Privacy Principles") form the basis of this Policy.

Definitions

The following definitions apply in this Policy:

"Collection" means the act of gathering, acquiring or obtaining personal information from any source, including third parties, by any means. Personal information necessary to carry on the business of Pacific First may be collected by Pacific First, its agents and brokers, or their authorized agents.

"Consent" means voluntary agreement with what is being done or proposed. Consent can be either express or implied. Express consent is given explicitly, either orally or in writing. Express consent is unequivocal and does not require any inference on the part of Pacific First. Implied consent arises where consent may reasonably be inferred from the action or inaction of the Plan Member.



“Plan Member” means an individual (current, former and applicants) about whom Pacific First collects personal information in order to carry on its business.

“Personal Information” has the meaning ascribed to it by the Privacy Laws and related regulations, and includes an individual’s name, address, telephone number, date of birth, family status, marital status, occupation, medical and health records, income, banking information, previous experience (including claims history).

1. **Accountability**

Pacific First has established a Compliance Committee responsible for the control and maintenance of all records in written or electronic form on behalf of each individual covered.

- a) Douglas D. Anderson – President and Privacy Officer
- b) Patrizia Cucca – Office Manager/Contracts Manager

Accountability for the Pacific First’s compliance with this plan rests with the designated individuals, even though other individuals within Pacific First may be responsible for the day-to-day collection and processing of personal information.

2. **Identifying Purposes**

Personal information gathered by Pacific First shall be limited to names, addresses, dates of birth, SIN (if agreed to by the Plan Member/Plan Sponsor), physician and dentist. This information and any other medical or dental information shall only be gathered and recorded to enable Pacific First to:

- a) Investigating and paying claims
- b) Detecting and preventing fraud
- c) Complying with the law
- d) Depositing funds into Plan member accounts

3. **Consent**

Each Plan member acknowledges by signing the enrolment card that information given to Pacific First is relevant to the claims payment. That information is also relevant with regard to marital status, sex and other criteria for billing or invoicing purposes. Any person or persons other than the employee shall be denied any information. Medical and other personal family information may be provided if the request is made with written consent by the specified employee.

4. **Limiting Collection**

Any information, in addition to the claims and billing or invoice data mentioned in the previous points of compliance, shall be accompanied by an explanation by Pacific First as to the necessity of having requested such data.



5. **Limiting Use, Disclosure and Retention**

All records collected by Pacific First are deemed private and confidential, and are the sole property of Pacific First on behalf of each Plan Sponsor or Plan member. Pacific First has safeguarded their offices and their computers (computer files) by using encrypted services.

Pacific First shall retain any and all records on behalf of each Plan member and/or Plan Sponsor only so long as it is relevant to the contractual agreement between Pacific First and each contract holder. Pacific First may be obligated to retain some or all of the information to comply with the requirements of the Canada Revenue Agency.

6. **Accuracy**

- a) Pacific First shall allow, at any time with reasonable notice and during office hours, a Plan Member to review their personal records or data to make certain that the information is accurate or if the information requires updating.
- b) A Plan Member shall be able to challenge the accuracy and completeness of the information and have it amended as appropriate.

7. **Safeguards**

Through encrypted safeguards of the software programs owned exclusively by Pacific First, and security safeguards at the offices of Pacific First, everything has been and will be done to protect the records of each client.

Care is used in the disposal or destruction of personal information to prevent unauthorized parties from gaining access to the information.

8. **Openness**

Any Plan Sponsor or Plan Member shall be given the following information upon written request.

- a) The contact information of an individual to whom complaints or inquiries, including inquiries concerning.

9. **Individual Access**

- a) Pacific First will respond to a Plan Member's request within a reasonable time and at minimal or no cost to the Plan Member.
- b) In providing an account of the third parties to which it has disclosed personal information about a Plan Member, Pacific First will attempt to be as specific as possible. The Plan Sponsor or their representative shall not have access to the medical records of a Plan Member without the written authorization of the Plan Member.



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- c) Pacific First may request legal advice for the Plan Member's protection, if the information requested may be considered detrimental for the Plan Member or their families' security or wellbeing. In certain situations, Pacific First may not be able to provide access to all of the personal information it holds about a Plan member.
 - d) A Plan Sponsor shall not have the right to the financial records of Pacific First.

10. **Challenging Compliance**

Any individual or Plan Sponsor shall have the right to challenge the compliance of Pacific First with regard to these principles. The challenge has to be addressed to the Compliance Committee.

Pacific First will investigate all complaints. If a complaint is found to be justified through either the internal or external complaint review process, Pacific First will take appropriate measures, including amending its policies and practices, if necessary.

Plan Members who are dissatisfied with the manner in which their complaints have been handled may contact the appropriate public official designated in relevant provincial legislation, or if none, the Privacy Commissioner of Canada.