

ALBERTA

**OFFICE OF THE INFORMATION AND PRIVACY
COMMISSIONER**

ORDER P2021-04

March 31, 2021

**ABC BENEFITS CORPORATION operating as
ALBERTA BLUE CROSS**

Case File Number 002306

Office URL: www.oipc.ab.ca

Summary: An individual (the Complainant) made a complaint that ABC Benefits Corporation, operating as Alberta Blue Cross (the Organization) disclosed her personal information to the biological father of her two children, and his girlfriend, in contravention of the *Personal Information Protection Act* (the Act). She also complained that the Organization disclosed the personal information of her two children to their biological father in contravention of the Act.

The Adjudicator found that there was insufficient evidence to find that the Organization had disclosed the Complainant's medical statement, containing personal information about her, to the children's biological father, or to his girlfriend.

The Adjudicator found that the Organization disclosed personal information about the children in the explanation of benefits statements the Organization provided to the biological father with respect to the claims the Complainant submitted on behalf of the children for payment under the biological father's benefit plan.

The Adjudicator found that under section 8(2.2) of the Act, when the Complainant submitted claims on behalf of the children, who had an interest in or derived a benefit under the biological father's benefit plan, to the Organization for payment under the biological father's benefit plan, the children were deemed to have consented to the

disclosure of their personal information related to these claims by the Organization to the biological father, for the purpose of their coverage under his benefit plan.

The Adjudicator determined that the Organization's disclosure of the children's personal information contained in the explanation of benefits statements, to the biological father, for claims made for the children under the biological father's benefit plan, complied with section 19 of the Act.

Statutes Cited: AB: *Interpretation Act*, R.S.A. 2000, c. I-8, s. 28, *Personal Information Protection Act*, S.A. 2003, c. P-6.5, ss. 1, 2, 3, 7, 8, 19, 20, 52, 61.

Statutes Cited: CAN: *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c-5.

Orders Cited: AB: Orders P2009-005, P2010-017, P2010-019, P2014-06, P2015-05, P2015-08, P2020-02.

Findings Cited: Office of the Privacy Commissioner of Canada PIPEDA Report of Findings # 2013-012.

Cases Cited: *Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC), [1998] 1 SCR 27, *R. v. Sharpe*, 2001 SCC 2, *Leon's Furniture Limited v. Alberta (Information and Privacy Commissioner)*, 2011 ABCA 94.

Authorities Cited: E.A. Driedger, *Construction of Statutes*, 2nd ed. (Toronto: Butterworths, 1983), Ruth Sullivan, *Statutory Interpretation*, 3rd ed. (Irwin Law Inc., 2016), Merriam-Webster Dictionary, <https://www.merriam-webster.com>.

I. BACKGROUND

[para 1] On January 29, 2016, this Office received a complaint from an individual (the Complainant) that ABC Benefits Corporation, operating as Alberta Blue Cross (the Organization) had disclosed her personal information to the biological father of her two children, and his girlfriend, in contravention of the *Personal Information Protection Act* (the Act). The Complainant also complained that the Organization disclosed the personal information of her two children to their biological father (the Biological Father) without her consent and in contravention of the Act, as the Biological Father's parental rights had previously been terminated by a court order.

[para 2] The Commissioner authorized a Senior Information and Privacy Manager to investigate and attempt to settle the matter. At the conclusion of this process, the Complainant requested an inquiry.

[para 3] The Commissioner agreed to conduct an inquiry and delegated her authority to conduct it to me.

II. ISSUES

Preliminary Matters

[para 4] I note that in its submission dated September 9, 2020, the Organization made reference to the analysis and findings of the Senior Information and Privacy Manager who investigated the Complainant's complaint.

[para 5] As noted in previous Orders of this Office, an inquiry is a separate process from the investigation and is *de novo* (see, for example, Orders P2010-017 at para. 7, P2015-05 at para. 20 and P2015-08 at para. 13). Therefore, in this inquiry I will not be considering the analysis or findings of the Senior Information and Privacy Manager.

Issues

[para 6] The issues for this inquiry are as follows:

ISSUE A: Did the Organization disclose the Complainant's, or her children's "personal information", as that term is defined in the Act?

ISSUE B: If the answer to the first issue is "yes", did the Organization disclose the personal information contrary to or in compliance with section 7(1)(d) of the Act (no disclosure without consent)? In particular,

1. **Did the Organization have the authority to disclose the information without consent, as permitted by section 20 of the Act?**
2. **If the Organization did not have the authority to disclose the information without consent, did the Organization obtain the Complainant's, or the children's, consent in accordance with section 8 of the Act before disclosing the information? In particular,**
 - i. **Did the individual consent in writing or orally?, or**
 - ii. **Is the individual deemed to have consented by virtue of the conditions in sections 8(2)(a) and (b) having been met? or**
 - iii. **Is the individual deemed to have consented by virtue of the conditions in section 8(2.2) having been met? or**
 - iv. **Is the disclosure permitted by virtue of the conditions in sections 8(3)(a), (b) and (c) of the Act having been met?**

ISSUE C: If the Organization disclosed personal information about the Complainant or her children, did the disclosure comply with section 19 of the Act?

[para 7] I note that the Complainant raised a number of additional issues in the submissions she made during this inquiry, such as the Organization having incorrect personal information about her and her children, which, while within the jurisdiction of this Office, do not form part of this inquiry. Other complaints raised by the Complainant, such as which bank account the Organization deposited payments for claims processed for the children under the Biological Father's benefit plan to, are outside the scope of jurisdiction of this Office and likewise do not form part of this inquiry.

III. DISCUSSION OF ISSUES

ISSUE A: Did the Organization disclose the Complainant's, or her children's "personal information", as that term is defined in the Act?

Disclosure of the Complainant's personal information

[para 8] In her initial submission, the Complainant complained that the Organization disclosed her personal information and the personal information of her two children, to the children's Biological Father, without her consent, and after the Biological Father's guardianship of the children had been terminated. In particular, she stated:¹

2) blue cross was sending dad* [name of Biological Father] medical statement with our drs name, treatment, medication list and dates etc which legally dad is not entitled to have continued and repeatedly even though our treatment drs had written to blue cross stating it puts us at risk as well as their practices and their patients . . .

[para 9] The Complainant also complained that the Organization disclosed her personal information to the Biological Father's girlfriend. In particular, she stated:²

3) blue cross did initially give [name of Biological Father]'s girlfriend [name of Biological Father's girlfriend] my medical statement which again he was not entitled to have as we were never married or common law, even though I was not covered on his plan and had my own blue cross thru my employer

[para 10] "Personal information" is defined in section 1(1)(k) of the Act as "information about an identifiable individual".

[para 11] In this case, the Complainant asserted the Organization had disclosed her doctor's name, treatment, medication list and dates, to the Biological Father and to the Biological Father's girlfriend.

[para 12] Previous Orders of this Office have found that an individual's medical history and medical information is personal information about the individual under section 1(1)(k) of the Act (see, for example, Order P2014-06 at para. 9 and P2020-02 at paras. 11, 14 and 15).

¹ Complainant's initial submission dated July 10, 2018.

² *Ibid.*

[para 13] I find that the information the Complainant alleges was disclosed by the Organization to the Biological Father and to the Biological Father's girlfriend is information about the Complainant, and is her personal information under section 1(1)(k) of the Act.

[para 14] The issue of who bears the initial burden of proof when an individual makes a complaint regarding an organization's disclosure of personal information, was addressed by the adjudicator in Order P2014-06. At paragraph 8 the adjudicator stated:

[para 8] The Complainant has the initial burden of proof, in that he has to have some knowledge, and adduce some evidence, regarding what personal information was disclosed; the Organization then has the burden to show that its disclosure of the Complainant's personal information was in accordance with PIPA (Order P2005-001 at para. 8; Order P2006-008 at para. 11).

[para 15] The Complainant did not provide any date or dates as to when these alleged disclosures of her personal information by the Organization to the Biological Father or his girlfriend occurred.

[para 16] The Complainant did not provide any evidence in this inquiry to support her allegation that the Organization disclosed her medical statements, containing her personal information, to the Biological Father or his girlfriend.

[para 17] In its initial submission, the Organization stated that it has never disclosed personal information about the Complainant to the Biological Father.³

[para 18] The Organization stated "The Complainant was never covered under the Biological father's benefit plan; this means Explanation of Benefits (EOBs) for services or products processed under the Complainant's plan will only go to her address on file."⁴

[para 19] The Organization also stated that it did not give the Biological Father's partner the Complainant's [Explanation of Benefits] statement.⁵

[para 20] The Organization further stated:⁶

- During our review of the health statements for the Complainant, we found that most of her claims were done electronically. This means she would receive notification via email that statements are ready to be viewed on our website. The majority of these were from March 17, 2016 onward. These statements can only be accessed by the Complainant through her login credentials on our website for benefits.

³ Organization's initial submission dated August 27, 2018 at pages 4 and 7.

⁴ *Ibid.*, at page 7.

⁵ *Ibid.*, at page 12.

⁶ *Ibid.*, at page 13.

- The address on each statement shows the Complainant's name and address including those prior to March 17, 2016, so any mailed documents produced would go to her address and be addressed to her.
- We cannot find any evidence that we have shared any statements related to the Complainant or that any of them had a mailing address that was not her own.

[para 21] In light of the foregoing, there is insufficient evidence for me to find that the Organization disclosed the personal information the Complainant says it disclosed about her to the Biological Father or his girlfriend.

[para 22] As there is no proof before me that the Organization disclosed the Complainant's personal information by providing the Complainant's explanation of benefits statement or statements, or any information contained in those statements, to the Biological Father or his girlfriend, these allegations will not be considered any further in this inquiry.

*Disclosure of the children's personal information*⁷

[para 23] With respect to the Complainant's complaint that the Organization disclosed her children's personal information to the Biological Father, the Organization advised in its initial submission that the Biological Father has an active benefit plan with the Organization that includes the children as dependents effective October 12, 2013.⁸

[para 24] The Organization stated that it only disclosed the children's information to the Biological Father for claims paid by his own plan.⁹

[para 25] The Organization submitted that it provided the following information about the children to the Biological Father:¹⁰

- Per normal practice for all members and in accordance to industry practice, the Biological Father receives the following information on statement for Explanation of Benefit (EOB) through our member services website related to the Children:
 - Name of the Children
 - Title of the medical service claimed or procedure for dental service

⁷ I will assume for the purposes of the present discussion that at the time the complaint regarding the disclosure of the children's personal information was brought by the Complainant, the circumstances met the criterion under section 61(1)(c) of the Act. This may not be the case in fact, but given the conclusion I reach below that there was no contravention of the Act when the information was disclosed, the result is the same, in that no order will be made against the Organization in this regard. Should I be wrong in my conclusion, it will be necessary to determine whether the complaint with regard to the disclosure of the children's personal information was properly brought by the Complainant by reference to the requirements of section 61(1)(c).

⁸ Organization's initial submission dated August 27, 2018 at page 3.

⁹ *Ibid.*, at page 4.

¹⁰ *Ibid.*, at page 7.

- Product code for medications and the pharmacy name for any direct billing
- Date of service
- Date of claim submission
- Amount of the claim
- Amount paid under the Biological father’s plan
- Amount paid under “other plan”

[para 26] In Order P2009-005, the adjudicator considered what information is “about” and individual as opposed to “related to” an individual. The adjudicator stated:

[para 33] Under section 1(k) of PIPA, “personal information” means “information about an identifiable individual”. The Organization submits that the information that the Applicant requested about the fees and wages paid to the Organization’s psychologists, workers and consultants is not the Applicant’s personal information. It says that this information is not about the Applicant, as “about” an individual means more than just “related” to an individual. In support, it cites Order P2006-004 (at para. 12):

The Act defines “personal information” as “information about an identifiable individual”. In my view, “about” in the context of this phrase is a highly significant restrictive modifier. “About an applicant” is a much narrower idea than “related to an Applicant”. Information that is generated or collected in consequence of a complaint or some other action on the part of or associated with an applicant – and that is therefore connected to them in some way – is not necessarily “about” that person.

[para 34] Here, I find that the information that the Applicant requested about how much the Organization paid the doctors and workers on the team that treated him – as well as the information that he requested about how much the Co-operator’s paid the Organization – is not his personal information. The evidence is that the Applicant’s treatment was covered by the Co-operator’s and that he did not pay for any professional services or treatment himself. The information regarding payments and fees exists as a result of the Applicant’s treatment, so that it is connected to him in some way, but it is not “about” the Applicant. While the Applicant appears to have received refunds for his out-of-pocket expenses, this still does not make the requested information regarding payments and fees about him. The refunds to the Applicant are a matter separate from the payments from the Co-operator’s to the Organization, and separate from the payments from the Organization to its consultants and staff.

[para 27] The names of the children, and title of the medical service claimed or procedure for dental service is personal information about the children under section 1(1)(k) of the Act because it is personal information *about* identifiable individuals: the children. I find that the product code for medications would be personal information as well, as it would reveal the medication prescribed to the children.

[para 28] The amount of the claim, the pharmacy name for any direct billing, date of claim submission, and amounts paid under the plans, however, is not personal

information about the children because in my view, while this information is related to the children, this information is not “about” them.

[para 29] In light of the foregoing, I find the Organization disclosed the information I have found as personal information about the children in paragraph 27 above, in the explanation of benefits statements it provided to the Biological Father under his benefit plan.

ISSUE B: If the answer to the first issue is “yes”, did the Organization disclose the personal information contrary to or in compliance with section 7(1)(d) of the Act (no disclosure without consent)?

[para 30] Section 7(1)(d) of the Act states:

7(1) Except where this Act provides otherwise, an organization shall not, with respect to personal information about an individual,

...

(d) disclose that information unless the individual consents to the disclosure of that information.

[para 31] Section 8 sets out the different ways consent may be given or obtained under the Act:

8(1) An individual may give his or her consent in writing or orally to the collection, use or disclosure of personal information about the individual.

(2) An individual is deemed to consent to the collection, use or disclosure of personal information about the individual by an organization for a particular purpose if

(a) the individual, without actually giving a consent referred to in subsection (1), voluntarily provides the information to the organization for that purpose, and

(b) it is reasonable that a person would voluntarily provide that information.

(2.1) If an individual consents to the disclosure of personal information about the individual by one organization to another organization for a particular purpose, the individual is deemed to consent to the collection, use or disclosure of the personal information for the particular purpose by that organization.

(2.2) An individual is deemed to consent to the collection, use or disclosure of personal information about the individual by an organization for the purpose of the individual’s enrolment in or coverage under an insurance policy, pension plan or benefit plan or a policy, plan or contract that provides for a similar type of coverage or benefit if the individual

- (a) *has an interest in or derives a benefit from that policy, plan or contract, and*
 - (b) *is not the applicant for the policy, plan or contract.*
- (3) *Notwithstanding section 7(1), an organization may collect, use or disclose personal information about an individual for particular purposes if*
- (a) *the organization*
 - (i) *provides the individual with a notice, in the form that the individual can reasonably be expected to understand that the organization intends to collect, use or disclose personal information about the individual for those purposes, and*
 - (ii) *with respect to that notice, gives the individual a reasonable opportunity to decline or to object to having his or her personal information collected, used or disclosed for those purposes,*
 - (b) *the individual does not, within a reasonable time, give to the organization a response to that notice declining or objecting to the proposed collection, use or disclosure, and*
 - (c) *having regard to the level of sensitivity, if any, of the information in the circumstances, it is reasonable to collect, use or disclose the information as permitted under clauses (a) and (b).*
- (4) *Subsections (2), (2.1), (2.2) and (3) are not to be construed so as to authorize an organization to collect, use or disclose personal information for any purpose other than the particular purposes for which the information was collected.*
- (5) *Consent in writing may be given or otherwise transmitted by electronic means to an organization if the organization receiving the transmittal produces or is able at any time to produce a printed copy of image or a reproduction of the consent in paper form.*

[para 32] In her Request for Inquiry dated July 19, 2017, the Complainant stated:

ABC is still sending our information to [name of Biological Father] (who has had NO PARENTAL GUARDIANSHIP for 14 yrs) to him. Sending him statements with medical information

[para 33] In her initial submission of July 10, 2018, the Complainant complained that the Organization had been providing the Biological Father with “medical statements”, which I understand to be what the Organization calls the “explanation of benefits statements”, for the children “up until 2018”.

[para 34] The Complainant did not state in her submissions when the Organization began sending the explanation of benefits statements for the children to the Biological Father; however, as noted above, the Organization stated in its initial submission that

“The Biological Father has active ABC benefit plan that includes the Children as dependents effective October 12, 2013”. The Organization, therefore, would not have been providing any explanation of benefits statements for the children to the Biological Father prior to October 12, 2013.

[para 35] Accordingly, this inquiry will consider the disclosure of the personal information of the children contained in the explanation of benefits statements provided to the Biological Father by the Organization between October 12, 2013 and July 10, 2018, being the date the Complainant indicated in her initial submission the Organization was still providing the Biological Father with explanation of benefits statements for the children with respect to benefits provided for the children under his benefit plan.

[para 36] In its initial submission, the Organization provided the following background facts and information for this inquiry:¹¹

- The Complainant’s two Children (“the Children”) are eligible for coverage under the benefit plan as dependents of their Biological father (“the Biological Father”) as directed under a court order dated 2008.
- The Biological Father has active ABC benefit plan that includes the Children as dependents effective October 12, 2013.
- This plan coordinated with the Complainant’s ABC plan for the payment of benefit received by the Children until May 31, 2018, when the Complainant’s benefit plan [ceased].
- Court order issued on January 8, 2016 and amended on January, 26, 2016 allows the Biological Father to fulfill his contractual obligations while ensuring the Children’s benefits are paid either to the benefit provider or the Complainant. Complainant signed this agreement.
- The Benefit Plan
 - Alberta Blue Cross has an agreement to provide employee benefits to both employers of the involved parties. The employers establish group benefit plans that provide a range of health care, dental, drugs, disability and other benefits to its employees. Employees can choose to enroll dependents they wish to cover under the benefit plan.
 - Pursuant to the agreement, ABC adjudicates and pays claims for eligible medical and dental expenses submitted by plan members, responds to member inquiries about the claims process and specific claims and manages the identification card.
 - The agreement with the Biological Father’s plan is an Administrative Services only (“ASO”) agreement. The ASO agreement provides that the

¹¹ *Ibid.*, at pages 3-4.

ABC acts at all times on behalf of the employer and is not considered an insurer of the Plan.

- Claims Submission & Adjudication
 - Members can submit claims in three ways:
 - Claim form: These are received in a paper form with the member's written signature or via email in limited circumstances.
 - Online member services: Members log in with their unique User ID and password to submit claims electronically.
 - By using member identification card or number for direct bill to a provider: In this case consent is implied. The card states: "By presenting this card or Alberta Blue Cross identification number, I acknowledge that I consent to the use of my personal information for the administration of my benefit plan as described in the Alberta Blue Cross Privacy Policy posted at www.ab.bluecross.ca or call 1-800-661-6995".
 - If a claim is for a dependent who is covered under another plan, ABC will assess the dependent's eligibility under both plans, review the receipts, input the expenses and then adjudicate the claim through its claims system, according to the Plan's terms.
- Payments and Notifications:
 - Payments can be issued either to the member or the provider.
 - Payments issued to members can be by cheque with an [sic] statement attached providing notification for what the cheque is paying.
 - Payment may also be issued through direct deposit to the bank account of the member's choosing.
 - Notification for direct deposit can be provided via a mailed statement or via email notification that their payment has been issued and there is a statement available through online member services.
 - When there is a coordination of benefits for a dependent where both members are with ABC, the member whose benefits are being used to coordinate will receive payment and notification through option chosen above: cheque with statement or direct deposit with online statement or direct deposit with paper statement.
 - In order for us to change how coordinated benefits are paid for dependents, we need a court order directing us to change payments. However, the notifications would still occur for the plan member whose benefits are paying out.

[para 37] The Organization summarized its arguments as follows:¹²

- ABC has never disclosed personal information about the Complainant to the Biological Father.

¹² *Ibid.*, at page 4.

- ABC has only disclosed the Children’s information to the Biological Father for claims paid by his own plan. This limited disclosure did not include medical information.
- Although the Biological Father is not the guardian of the Children as referenced in the court order from 2005, he has a right to the information about individuals covered under his plan.

[para 38] The Organization made further submissions, which included the following:¹³

...

November 2015

- In response to civil action filed at the Provincial Court of Alberta on October 20, 2015 in Calgary by the Complainant against ABC, our Corporate Risk Office, contacted the Complainant in attempt to resolve matter outside of court. Discussion between Corporate Risk Officer and the Complainant surrounded clarification of the request from the Complainant regarding the Biological Father’s plan information.
- The Complainant indicated that she was trying to gather information to have benefits coordinated and payments issued to her for the Children’s health care expenses.
- In response to the request, Corporate Risk Officer offered to provide a summary of benefits paid under her plan with any known coordination of benefits so the Complainant could pursue other avenues to recuperate the expenses.
- ABC provided the Complainant with a comprehensive claim history review for the prior seven years from the date requested.
- The Complainant provided a copy of court orders for 2005 and 2008 and requested we link the Children to the Biological Father’s benefit plan with ABC.

...

January 2016:

...

- ABC provided notice to the Complainant that we cannot lawfully comply with her request to exclude the Biological Father from reviewing transactional claims information for the Children due to his contractual responsibility to us and his employer to ensure the accuracy of claims under his ID as the plan member. In addition, he also has obligations under the 2008 court order provided to us by the Complainant.

¹³ *Ibid.*, at pages 5-6.

- On January 25, ABC received an updated court order that states the following:

Alberta Blue Cross is directed to pay the Mother each claim, as defined in paragraph 3 of this Consent Order, which is: (1) paid directly by the Mother to a healthcare service provider, and (ii) submitted to Alberta Blue Cross in accordance with Alberta Blue Cross' claiming requirements. The amount of each claim required to be paid by Alberta Blue Cross shall be determined in accordance with the applicable active plan, the applicable plan design and the Canadian Life & Health Association Guidelines. Upon payment of any claim to the Mother in accordance with this paragraph, Alberta Blue Cross shall be released of any obligation to pay such claim directly to the Father.

...

[para 39] The Organization then addressed the issue of whether it had disclosed personal information about the Complainant, to the Biological Father, or his girlfriend, and whether it had disclosed the personal information of the children to the Biological Father.

[para 40] As stated above, based on the submissions and evidence before me, I have concluded that there is insufficient evidence to find that the Organization disclosed the Complainant's personal information to either the Biological Father or his girlfriend.

[para 41] As discussed above, the Organization advised me of the information about the children contained in the explanation of benefits statements it provided to the Biological Father, for claims for medical and dental expenses for the children the Organization processed under his benefit plan. As set out in paragraph 27 above, I determined that certain of this information was personal information about the children.

[para 42] The Organization then provided its submissions on whether its disclosure of the children's personal information to the Biological Father complied with the requirements of the Act.

[para 43] The Organization noted that section 8 of the Act sets out the forms of consent that an organization may use. "Consent", it stated "may be explicit – in writing or orally. Consent may also be deemed (i.e. complied or volunteered)".¹⁴

[para 44] The Organization submitted that depending on the method used to submit claims, the form of consent varies accordingly, and that consent is obtained on each claim submission.¹⁵

[para 45] The Organization advised that when submitting claims, members must provide the following:¹⁶

¹⁴ *Ibid.*, at page 8.

¹⁵ *Ibid.*

¹⁶ *Ibid.*

- Information about themselves including their group number, member ID number, employer's name, their name, date of birth and address;
- Information about other benefit plan coverage (if the plan member, spouse or dependent who is the subject of a claim has similar coverage under another health care plan, the "coordination" of such benefits coverage is required to ensure appropriate reimbursement);
- Information about the claim including the name of the person who incurred the expense, their date of birth, their relationship to the member, the amount being claimed, service description or prescription number.

[para 46] The Organization stated (emphasis in original):¹⁷

- Written consent is obtained on claim forms. Our claim forms include Acknowledgment and Consent wording that provides information about the collection, use and disclosure of personal information related to the claim.

When the Complainant submits claims for the Children and provides information related to the other plan the children are covered under, she agrees to the disclosure to the Biological Father based on the following text from the ABC Claim Form:

"By submitting this Health Services Claim ("claim") for processing and payment by Alberta Blue Cross, you consent and agree to the following provisions:

1. The identified services have been received and fully paid for prior to the date of this claim.
2. All information contained in this claim and any supporting documents is complete and true.
3. *You authorize us to collect, use, maintain and disclose personal information relevant to this claim for the purposes of determining eligibility for coverage, assessment, paying claims, audit, investigation, underwriting, administration, and claim management.*
4. You acknowledge and agree that your, your spouse and dependants' [sic], personal information may only be collected from and released to a third party (health care professional, practitioner, or insurer or agent of record) only when needed for a purpose stated above.
5. You confirm you are authorized by your spouse and dependants [sic] to consent to this authorization on their behalf.
6. You understand that you can revoke this consent at any time in writing; however, if consent is withheld or revoked coverage may be denied or rescinded.
7. *You understand why you have been asked to disclose this information and are aware of the risks and benefits of consenting or refusing to consent.*
8. If there is an overpayment, you authorize the recovery of the full amount of the overpayment from any amount payable to you under your benefit plan(s).
9. You confirm for the purposes of verifying or auditing paid claims, you, your spouse and dependents will co-operate fully with Alberta Blue Cross.

¹⁷ *Ibid.*

10. You understand Alberta Blue Cross is relying on this signed acknowledgment and consent when verifying paid claim(s).
11. *You agree that this consent shall be effective on the date noted below and shall be valid for the duration of the time coverage is in force.*”

- In addition, further to the consent statements above, electronic consent is obtained through online member services. Members log in with their unique User ID and password to submit claims electronically.

[para 47] Based on the above, I understand the Organization’s position to be that when the Complainant submitted a claim for payment for expenses incurred on behalf of the children, either in paper form or electronically on the Organization’s website, the Complainant provided her consent and agreement to the terms set out above, which included consenting and agreeing to the disclosure by the Organization of personal information relevant to the claim for the purposes of “determining eligibility for coverage, assessment, paying claims, audit, investigation, underwriting, administration, and claim management”.

[para 48] Additionally, the terms stipulated that when submitting a claim for payment, the Complainant confirmed she was authorized by her dependents to consent to this authorization on their behalf.¹⁸

[para 49] The Organization further submitted that, in accordance with section 8(2) of the Act, consent is deemed through the use of ABC member identification card or number for direct bill to a health care provider. The Organization stated “By presenting the member identification card/number, member is giving the health care provider consent to share information with ABC to pay claim directly to the provider, and to sue and share the information according to the ABC privacy policy. Subsequently, the claim is adjudicated and paid as described in Payment and notification section of this document.”¹⁹

[para 50] The Organization also submitted that section 8(2.2) applied in this case. It stated:²⁰

...

- Further, ABC believes section 8(2.2) directly applies to our business. We meet the requirements of deemed consent in section 8(2.2)

Section 8(2.2) of PIPA states:

(2.2) An individual is deemed to consent to the collection, use or disclosure of personal information about the individual by an organization for the purpose of the individual’s enrolment in or coverage under an insurance

¹⁸ This confirmation would presumably be effective only in circumstances in which dependents had the capacity to provide such authorization. Otherwise, the person submitting the claim could presumably consent on behalf of dependents of whom they had guardianship/who were their minor children.

¹⁹ Organization’s initial submission dated August 27, 2018 at page 9.

²⁰ *Ibid.*

policy, pension plan or benefit plan or a policy, plan or contract that provides for a similar type of coverage or benefit if the individual

- a) *has an interest in or derives a benefit from that policy, plan or contract, and*
 - b) *is not the applicant for the policy, plan or contract*
- Section 8(2.2) was added to PIPA in 2010 to address concerns that the Act did not allow insurance companies, and other benefits providers to collect personal information about a plan member's beneficiaries (e.g. children, spouse) without explicit written consent from those individuals. Obtaining such consent was not always practical (Bill 54, Personal Information Protection Amendment Act 2009, Hansard)
 - Based on the language of section 8(2.2) of PIPA, ABC is permitted to disclose personal information about the beneficiaries (the Children) to the plan member (the Biological Father) because, as stated, situations where children or other beneficiaries derive a benefit from the plan fall within the purpose of section 8(2.2). Thus, once the children were enrolled to the plan, consent for the collection, use and disclosure of their personal information was deemed.

[para 51] The Organization submitted that section 20 of the Act was not applicable in this case. It also submitted that sections 8(3)(a), (b) and (c) were not specifically applicable to matters in this inquiry.²¹

[para 52] In her submission dated August 11, 2020, the Complainant submitted that she did not give consent in any way for the Organization to disclose the personal information of her children contained in the explanation of benefits statements, to the Biological Father, for claims she made for the children, for processing and payment under the Biological Father's benefit plan.

[para 53] The Complainant stated:²²

Blue cross disclosed information without a consent to parties who did not have a legal entitlement to any medical information or our account information.

Blue cross disclosed information to a parent who had lost all parental guardianship and to his girlfriend who had no legal rights to the medical information.

Analysis

[para 54] I have decided to consider the application of section 8(2.2) in this case first.

[para 55] Section 8(2.2) is reproduced in paragraph 31 above. It was added to the Act in 2010 by the Legislature to address the issue of consent as it pertains to the collection, use and disclosure of personal information about an individual who has an interest in or

²¹ *Ibid.*, at page 10.

²² Complainant's submission dated August 11, 2020.

derives a benefit from an insurance policy, pension plan or benefit plan or policy, plan or contract that provides for a similar type of coverage or benefit, but is not the applicant for the policy, plan or contract.

[para 56] As noted by the Organization, section 8(2.2) was added to the Act to address concerns that the Act did not allow insurance companies, and other benefits providers to collect, use and disclose personal information about a plan member's beneficiaries (e.g. children, spouse) without explicit written consent from those individuals, and obtaining such consent was not always practical.

[para 57] Under section 8(2.2), where an individual:

- (a) has an interest in or derives a benefit from that policy, plan or contract, and
- (b) is not the applicant for the policy, plan or contract,

section 8(2.2) says that the individual is deemed to consent to the collection, use or disclosure of personal information about the individual by an organization for the purpose of the individual's enrolment in or coverage under the insurance policy, pension plan or benefit plan or policy, plan or contract that provides for a similar type of coverage or benefit.

[para 58] I have considered whether the term "individual" as used in section 8(2.2) includes a child. The term "individual" is not defined in the Act. Nor is it defined in the *Interpretation Act*, R.S.A. 2000, c. I-8 (the Interpretation Act). I note, however, that the *Interpretation Act* does contain a definition for an "adult" and for a "minor".

[para 59] The modern approach to statutory interpretation is as follows:

. . . the words of an Act are to be read in their entire context and in their grammatical and ordinary sense harmoniously with the scheme of the Act, the object of the Act, and the intention of Parliament (*Rizzo & Rizzo Shoes Ltd. (Re)*, 1998 CanLII 837 (SCC), [1998] 1 SCR 27 at para. 21 and *R. v. Sharpe*, 2001 SCC 2 at para. 33, each quoting E.A. Driedger, *Construction of Statutes*, 2nd ed. (Toronto: Butterworths, 1983), p. 87)).

[para 60] Further, as noted by Ruth Sullivan in *Statutory Interpretation*, 3rd ed. (Irwin Law Inc., 2016) at page 43:

It is presumed that every feature of a legislative text has been deliberately chosen and has a particular role to play in the legislative design. The legislature does not include unnecessary or meaningless language in its statutes; it does not use words solely for rhetorical or aesthetic effect; it does not make the same point twice. This is what is meant when it is said that the legislature "does not speak in vain."

[para 61] Section 3 sets out the purpose of the Act. It states:

3 The purpose of the Act is to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of an individual to have his or her personal information protected and the need of organizations to collect, use or disclose personal information for purposes that are reasonable.

[para 62] “Individual” is defined in the Merriam-Webster Dictionary as “a particular person.” It does not differentiate between adults (defined in s. 28(1)(b) of the Interpretation Act as “a person 18 years of age or older.”) and minors (defined in s. 28(1)(ii) of the Interpretation Act as “a person under the age of 18 years.”).

[para 63] The Legislature chose to use the word “individual” in section 8(2.2). Taking into account the purpose of the Act as well as the purpose for which section 8(2.2) was added by the Legislature, and its specific choice of the word “individual” versus “adult” in section 8(2.2), I interpret the word “individual” in section 8(2.2) to include minors. To conclude otherwise, would mean that only adults who had an interest in or derived a benefit under an insurance policy, pension plan or benefit plan or policy, but were not the applicant for the policy or plan, would be deemed to consent to the collection, use and disclosure of their personal information for the purpose of their enrolment in or coverage under the policy or plan under section 8(2.2). This would leave organizations in the position they were in before the 2010 amendment with respect to trying to obtain consent from minors. Such an interpretation in my view would run contrary to the purpose for which the Legislature intended the amendment.²³

[para 64] With its submissions, the Organization provided me with a copy of the decision of the Alberta Court of Queen’s Bench issued in 2008 in the action between the Complainant and the Biological Father. In that decision, the Justice ordered the Biological Father to ensure the children were included in his benefit plans.

[para 65] As reproduced in paragraph 36 above, the Organization submitted that:

- The Biological Father has active ABC benefit plan that includes the Children as dependents effective October 12, 2013.
- This plan coordinated with the Complainant’s ABC plan for the payment of benefit received by the Children until May 31, 2018 when the Complainant’s benefit plan [ceased].

[para 66] With respect to the application of section 8(2.2), the Organization further submitted the following:²⁴

²³ I acknowledge it may seem incongruous to deem the consent of a minor who lacks the capacity to consent themselves. However, the “deemed consent” provision in section 8(2.2) is just a legislative technique for bringing about the desired result that an organization may collect, use and disclose the personal information about an individual who meets the criteria in section 8(2.2), for the purpose of the individual’s enrollment in or coverage under an insurance policy, pension plan or benefit plan or a policy, plan or contract that provides for a similar type of coverage or benefit, without requiring the added step of obtaining the actual consent of the individual.

²⁴ Organization’s initial submission dated August 27, 2018 at page 14.

Based on the language of section 8(2.2) of PIPA, ABC is permitted to disclose personal information about the beneficiaries (the Children) to the plan member (the Biological Father) because, as stated, situations where children or other beneficiaries derive a benefit from the plan fall within the purpose of section 8(2.2). Thus, once the children were enrolled to the plan, consent for the collection, use and disclosure of their personal information was deemed. In addition, disclosure to the plan member about claims processed under their own plan is standard industry practice. Further, the court orders require that the Biological Father maintain the Children on his ABC plan and it does not contain language to restrict ABC's disclosure to the Biological Father about the Children's information.

[para 67] In her submission, the Complainant submitted "I did not consent by virtue either in 8(2a) or 8(2.2)."²⁵

[para 68] The Complainant argues that the Biological Father has no right to any personal information about the children contained in the explanation of benefits statements the Organization provided to the Biological Father for claims processed under his benefit plan because his guardianship of the children was terminated by the Court.²⁶

[para 69] At page 11 of its initial submission, the Organization stated "The termination of parental guardianship does not prevent the Biological Father from receiving information about dependents covered under his plan."

[para 70] Guardianship is not a requirement for section 8(2.2) to apply. The test for whether section 8(2.2) applies is whether the individual has an interest in or derives a benefit from the policy, plan or contract and is not the applicant for the policy, plan or contract. Where this is the case, the individual is deemed to consent to the collection, use or disclosure of personal information about the individual by the organization for the purpose of the individual's enrolment in or coverage under such policy.

[para 71] In its initial submission, the Organization addressed the purpose for which it disclosed the information contained in the explanation of benefits statements about the children to the Biological Father. I summarize the Organization's submission as follows:

- The Organization only disclosed the children's information to the Biological Father for claims paid by his own plan,
- Although the Biological Father is not the guardian of the children, he has a right to the information about individuals covered under his plan,
- In order for the Organization to change how coordinated benefits are paid for dependents, the Organization needed a court order directing it to change

²⁵ Complainant's submission dated August 11, 2020.

²⁶ Complainant's Request for Review, Request for Inquiry, initial submission dated July 10, 2018, submission dated August 11, 2020 and submission dated February 16, 2021.

payments; however, the notifications would still occur for the plan member whose benefits were paying out (in this case, the Biological Father), and

- The Organization could not exclude the Biological Father from reviewing transactional claims information for the children due to his contractual responsibility to the Organization and his employer to ensure the accuracy of claims under his ID as the plan member. In addition, the Biological Father also has obligations under the 2008 court order provided to the Organization by the Complainant.

[para 72] Based on the submissions of the Organization, I find that when the Organization disclosed the personal information of the children to the Biological Father in the explanation of benefits statements, it did so for the purpose of the children's coverage under the Biological Father's benefit plan.

[para 73] In this case, in accordance with the requirements of section 8(2.2):

- (a) the children have an interest in or derive a benefit from the Biological Father's benefit plan, in that the Organization may pay for some or all of the costs for the children's healthcare expenses according to the terms and conditions of the Biological Father's benefit plan, and
- (b) the children are not the "applicant" under the Biological Father's benefit plan; the Biological Father is the applicant.

[para 74] Given this, together with my conclusion that the disclosure of the children's personal information to the Biological Father was for the purpose of providing coverage to the children under his benefit plan, I find that the requirements of section 8(2.2) are met and the children are deemed to consent to the disclosure by the Organization of their personal information in the explanation of benefits statements to the Biological Father.²⁷

[para 75] The fact that the Complainant submitted the claims for reimbursement under the Biological Father's benefit plan, for health services provided to the children which she paid for, does not change my conclusion that section 8(2.2) applies.

The Court Orders

[para 76] In her submission dated February 16, 2021, the Complainant stated that a specific Justice "agrees that [the Biological Father] is not entitled to any health or medical information period & orders reflect this".²⁸

²⁷ I note that my analysis does not change whether the benefit plan is called an "insurance policy" or a benefit "policy" or has some other name. The point is that the children have an interest in, or derive a benefit from it, and are not the applicant.

²⁸ Complainant's submission dated February 16, 2021.

[para 77] The Complainant did not provide any court orders issued by the Justice she named in her February 16, 2021 submission, or any other evidence, to support her claim about what the Justice said regarding the entitlement of the Biological Father to any health or medical information about the children.

[para 78] Nor did the Complainant provide copies of any other court orders to support her argument; however, with its initial submission, the Organization provided me with copies of court orders it had received from the Complainant, as well as the two consent orders issued in the court action between the Complainant and the Biological Father. The latter contained directions to the Organization regarding the processing of claims under the Biological Father's benefit plan, for claims made for the children by the Complainant.

[para 79] In its initial submission, the Organization stated "The court orders in our possession do not limit the Biological Father's access to the Children's information under his benefit plan."²⁹

[para 80] Having reached the conclusion that section 8(2.2) applies in this case and the children are deemed to have consented to the disclosure of their personal information to the Biological Father by the Organization for the purpose of their coverage under the Biological Father's benefit plan, I turn now to determine whether there is anything in the court orders provided by the Organization with its initial submission that would affect this conclusion.

[para 81] The only court orders that involve the Organization directly are the January 8, 2016 and January 25, 2016 consent orders (the Consent Orders). The Consent Orders note that the Biological Father's guardianship of the children was terminated and that both the Complainant and the Biological Father have healthcare benefit policies that are administered by the Organization.

[para 82] The January 25, 2016 consent order varies the January 8, 2016 consent order. In summary, where the Complainant has paid for healthcare services for the children, and the healthcare services are covered by the Biological Father's benefit plan, the January 25, 2016 consent order directs the Organization to pay the Complainant, rather than the Biological Father, the amounts covered for the healthcare services for the children under the Biological Father's benefit plan.

[para 83] Having reviewed both Consent Orders, I find that neither the January 8, 2016 consent order nor the January 25, 2016 consent order say that the Organization is not permitted to disclose the personal information about the children in the explanation of benefits statements to the Biological Father, with respect to claims for the children that have been submitted for payment, or paid, under the Biological Father's benefit plan.

[para 84] In reviewing the other court orders provided by the Organization, that it received from the Complainant, I do not see anything which supports the Complainant's assertion that the termination of the Biological Father's guardianship of the children

²⁹ Organization's initial submission dated August 27, 2018 at page 14.

precludes the Organization from providing the Biological Father with the personal information about the children contained in the explanation of benefits statements for claims made on behalf of the children by the Complainant for payment under the Biological Father's benefit plan.

[para 85] I do not see anything in the Consent Orders, or the other court orders provided by the Organization with its initial submission, that changes my conclusion that section 8(2.2) applies in this case.

[para 86] As I have concluded that section 8(2.2) applies in this case, it is not necessary for me to address the Complainant's arguments that she did not give her consent to the disclosure of the children's information in the explanation of benefits statements provided by the Organization to the Biological Father under his benefit plan; nor is it necessary for me to consider the Organization's other arguments under the Act regarding the Complainant's consent for the Organization to disclose the children's personal information in the explanation of benefits statements it provided to the Biological Father under his benefit plan.

[para 87] In summary, in this case, section 8(2.2) deems the consent of the children to the disclosure of their personal information to the Biological Father, as it is his benefit plan that is being accessed for the payment of claims made by the Complainant on behalf of the children. Neither the fact that the Biological Father's guardianship of the children was terminated or that later, the Organization was directed by the court to make payments under the Biological Father's benefit plan to the Complainant, for health services she paid for on behalf of the children which were covered under the Biological Father's benefit plan, change this conclusion under section 8(2.2).

ISSUE C: If the Organization disclosed personal information about the Complainant or her children, did the disclosure comply with section 19 of the Act?

[para 88] Section 19 of the Act provides:

19(1) An organization may disclose personal information only for purposes that are reasonable.

(2) Where an organization discloses personal information, it may do so only to the extent reasonable for meeting the purposes for which the information is disclosed.

[para 89] Section 2 of the Act sets out the standard as to what is reasonable. It states:

2 Where in this Act anything or any matter

(a) is described, characterized or referred to as reasonable or unreasonable, or

(b) is required or directed to be carried out or otherwise dealt with reasonably or in a reasonable manner,

the standard to be applied under this Act in determining whether the thing or matter is reasonable or unreasonable, or has been carried out or otherwise dealt with reasonably or in a reasonable manner, is what a reasonable person would consider appropriate in the circumstances.

[para 90] Section 3 of the Act, reproduced in paragraph 61 above, sets out the purpose of the Act.

[para 91] In Order P2010-019 the adjudicator considered sections 2, 3 and 19 of the Act and stated:

[para 35] In determining whether the purposes are reasonable under PIPA, all of the relevant circumstances of the case must be considered. I must consider and apply the standard which is “what a reasonable person would consider appropriate in the circumstances”. This is an objective standard and does not include the subjective preferences of the particular individual. Rather, this standard is what a reasonable person in the circumstances of the case would find appropriate. [my emphasis]

[para 92] At paragraph 38 of *Leon’s Furniture Limited v. Alberta (Information and Privacy Commissioner)*, 2011 ABCA 94, the Alberta Court of Appeal considered section 2 of the Act and stated:

This section essentially embraces the common law concept of the “reasonable person”, and provides that the conduct of organizations using personal information must be scrutinized accordingly. The hypothetical reasonable person would recognize both of the values set out in s. 3; the rights of individuals to a reasonable level of privacy, and the needs of organizations to make reasonable use of information in the conduct of their activities.

[para 93] I understand the Complainant’s position to be that it is not reasonable for the Organization to disclose the personal information about the children contained in the explanation of benefits statements to the Biological Father, for claims submitted by the Complainant for processing and payment under the Biological Father’s benefit plan for the children, because the Biological Father’s guardianship of the children was terminated by a court order.

[para 94] In its initial submission, the Organization stated:³⁰

- Provider name or office, type of service/product and date of service is information available on EOBs. This information is available for all plan members for claims submitted by a provider.
- The Biological Father has this information available to him as it relates to him and those covered under his plan.

³⁰ *Ibid.*, at page 12.

- The information is limited and can only be accessed via his member services account which requires him to enter a login ID and password.

[para 95] The Organization further stated:³¹

- Under the court order dated January 8, 2016 which was updated on January 26, 2016, Alberta Blue Cross will pay the mother for each claim submitted either directly through the service provider or by the mother through coordinated benefits from the date of the order going forward. The amount paid is in accordance to the applicable active plan and the Canadian Life and Health Association guidelines. We were released from any obligation to pay the father for the Children under the order.
 1. Our Plan Design requires members to review the list of services paid under the plan which is consistent with industry practice.
 2. As the member the Biological Father has several obligations, including to ensure the accuracy of any claims paid by his plan, providing evidence of claims and to report any potential errors or suspicious activities.
 3. It is also the material he needs to demonstrate he is in compliance with the court order from April 7, 2008.

[para 96] As noted in paragraph 69 above, the Organization submitted that “The termination of parental guardianship does not prevent the Biological Father from receiving information about dependents covered under his plan.”³²

[para 97] The Organization made the following submission regarding compliance with section 19:³³

- Even when consent is deemed, the amount of personal information disclosed must also be limited to that which is “reasonable’ in the circumstances (sections 19(1) and 19(2) of PIPA)

In the federal Privacy Commission of Canada Report of Findings #2013-012 on a decision under the Personal Information Protection and Electronic Documents Act (PIPEDA), the Commissioner investigated a complaint from an adult daughter that her medical information was being disclosed to her father via his employee benefits plan. She was enrolled as a dependent/beneficiary in the plan. The statements provided to the father included “a generic description of the expense incurred, who incurred the expense, the date(s) the service was provided, the amount claimed, the amounts ineligible and eligible for reimbursement and the actual amount paid to the plan member.” The investigation found that the practice was permitted and the amount of personal information disclosed was reasonable.

The report stated (in part):

³¹ *Ibid.*

³² *Ibid.*, at page 11.

³³ *Ibid.*, at page 10.

88. During our investigation, we identified that the Plan's members have extensive responsibilities under the Plan. Amongst other things, plan members are held accountable for the following: confirming a spouse or dependent's continued eligibility; informing the administrator of other coverage; managing compliance with the Plan's benefit maximums; accounting for the use of drug cards; paying premiums; providing evidence of claims and paying any costs associated with proving a claim; authorizing claims submissions; cooperating with claims audits; and reimbursing claim payments found to be ineligible due to error, abuse or fraud.

...

90. The complainant's father could be held accountable for claims errors, abuse and fraud under the Plan, without any foreknowledge of the claims, or any means of responding to, or refuting, such allegations. The consequences for the Complainant's father could be serious, ranging from the obligation to reimburse monies paid, the withdrawal of coverage by his employer and, in extreme circumstances, civil litigation or criminal prosecution.

- Supported by the above decision and statement, the disclosure of the claim-related information in the Explanation of Benefits statements is reasonable in the circumstances and in keeping with the practices of similar organizations.
- Despite section 8(2.2) of PIPA, ABC has never been ordered to cease disclosure to the Biological Father about the Children. However, it is clear that the 2008 court order received in 2015 requires that the Biological Father maintain the Children as beneficiaries on his ABC plan (which then engages section 8(2.2) of PIPA, as discussed above).

[para 98] While decisions of privacy and information commissioners in other jurisdictions are not binding on the Commissioner, they can be helpful.

[para 99] The summary contained in PIPEDA Report of Findings # 2013-012, 2013 CanLII 92363 (PCC) (PIPEDA Report # 2013-012) provided the following background information:

The woman complained to our Office that disclosing her personal information to her father was unnecessary to administer and process her benefit claims under his plan. She therefore challenged the requirement to give her consent for these disclosures as a condition of the supply of a product or service, as prohibited by Principle 4.3.3 of PIPDEA.

[para 100] As noted at paragraph 89 of PIPEDA Report # 2013-012 "While a dependent may be a beneficiary under the Plan, their status under the Plan is entirely contingent on the plan member. All of the rights and responsibilities rest with the plan member."

[para 101] The decision went on to state:

92. Ultimately, while we are sympathetic to the complainant's concerns that she is required to consent to the disclosure of sensitive medical information to her father in order to claim medical expenses under the Plan, in our view this flows from the structure of the Plan and the complainant's status as a dependent.
93. Viewed in light of the plan member's responsibilities under the Plan – responsibilities a dependent does not have – we cannot conclude that the respondent's requirement that dependents consent to the disclosure of their personal information to plan members goes beyond what is required in order for the respondent to process claims under the Plan.
94. For these reasons, we do not agree that the respondent is contravening Principle 4.3.3 of Schedule 1 of PIPEDA, as alleged.

[para 102] While the facts in PIPEDA Report # 2013-012 are not identical to the facts in the case before me, and the case was decided under the federal *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c-5, which does not contain a section equivalent to section 8(2.2) of the Act, in my view, the decision in PIPEDA Report # 2013-012 does provide support to the Organization's position that the purpose for which it discloses the personal information of the children in the explanation of benefits statements to the Biological Father is reasonable, and that the amount of personal information it discloses in the explanation of benefits statements is reasonable.

[para 103] The Biological Father is required by the 2008 court order to maintain the children on his benefit plan. The Biological Father has obligations to the Organization under the benefit plan. I have determined that the Organization disclosed the personal information of the children in the explanation of benefits statements to the Biological Father for the purpose of their coverage under the Biological Father's benefit plan. This is a reasonable purpose for disclosing the personal information about the children in the explanation of benefits statements to the Biological Father.

[para 104] The fact that the Biological Father does not have guardianship of the children does not make the purpose for which the Organization discloses the children's personal information to him in the explanation of benefits statements, for claims made for the children under his benefit plan, unreasonable. The children are still dependents under the Biological Father's benefit plan and have an interest in or derive a benefit from that plan. In my view, it is reasonable for the Organization to provide the Biological Father with the personal information contained in the explanation of benefits statements for claims for dependents covered under his plan.

[para 105] I accept the Organization's explanation as to why it provides the personal information about the children to the Biological Father when processing claims for the children under the Biological Father's benefit plan, and find the purpose for the disclosure to be reasonable under section 19(1) of the Act.

[para 106] I further find that the Organization did not disclose more personal information about the children in the explanation of benefits statements it provided to the Biological Father for claims made for the children by the Complainant under the Biological Father's benefit plan than was reasonable for meeting the purposes for which the information was disclosed. Accordingly, I find that the Organization has complied with section 19 of the Act.

IV. ORDER

[para 107] I make this Order under section 52 of the Act.

[para 108] I find there is insufficient evidence to support the Complainant's assertion that the Organization disclosed her personal information to the Biological Father or his girlfriend.

[para 109] I find that the Organization did not contravene the Act when it disclosed the personal information of the children in the explanation of benefits statements it provided to the Biological Father, for claims made by the Complainant on behalf of the children, for processing and payment under the Biological Father's benefit plan.

Carmen Mann
Adjudicator
/kh