Contents

INTRODUCTION

This Global

DEFINITIONS

For the purposes of this Controller Policy, the terms below have the following meaning:

"Applicable Data Protection Law(s)"	means the data protection laws in force in the United Kingdom;
Adequate level of protection	the UK Government can assess whether another country, territory or an international organisation provides an adequate level of data protection compared to the UK. Some countries may have a substantially similar level of data protection to the UK. In these cases, the Government can make UK adequacy regulations. This allows organisations to send personal data to that country, territory or international organisation if they wish.
"Controller"	means the natural or legal person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Information. For example, RGA is a Controller of its HR records and CRM records;
"Group Members"	means any of the members of RGA's group of companies listed in Appendix 1;
"**Client"**	refers to the third-party Controller that shares information with RGA for reinsurance related business purposes. It includes RGA's third-party Clients when we, as Controller, Process Personal Information as independent Controllers during the course of providing business services to them;
"Information Commissioner"	has the meaning given to it by section 114 of the Data Protection Act 2018;
"Personal Information"	means any information relating to an identified or identifiable natural person **Data Subject** . An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Processing", "Processed", "Process", "Processes"	means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Processor"	means a natural or legal person which processes Personal Information on behalf of a Controller. For the purposes of this Controller Policy, a Processor may be either a third party service provider or another Group Member;
	Reinsurance Group of America Inc. and all its subsidiaries collectively (the Group as a whole);
"Sensitive Personal Information"	means information that relates to a racial or

"United Kingdom" as used in this Controller Policy, United Kingdom (also

PART I: BACKGROUND AND SCOPE

WHAT IS DATA PROTECTION LAW?

Applicable Data Protection Laws give Data Subjects certain rights in connection with the way their Personal Information is Processed. If organizations do not comply with Applicable Data Protection Laws, they may be subject to sanctions and penalties imposed by the Information Commissioner and UK Courts. The Processing of any Personal Information of a natural person by or on behalf of RGA globally remains protected by Applicable Data Protection Laws by the application of this Controller Policy.

According to Applicable Data Protection Laws, when an organization

- Supply chain management data: including Personal Information of individual contractors and of account managers and staff of third-

Attention:	Chris Cooper, Vice President, Global Chief Security and Privacy Officer
Email:	ccooper@rgare.com
Address:	16600 Swingley Ridge Road, Chesterfield, Missouri, 63017, USA

The Chief Security Privacy Officer is responsible for ensuring that any changes to this Controller Policy are communicated to all Group Members, the Information Commissioner and to Data Subjects whose Personal Information is Processed by RGA in accordance with Appendix 8.

If you have concerns or would like more information regarding the way in which RGA Processes your Personal Information, you are encouraged to submit a request and/or complaint through RGA separate Complaint Handling Procedure (UK) (Controller), which is outlined in Part III, Appendix 6.

PART II:

SECTION A

- the **recipients** or categories of recipients of their Personal Information (if any); and
- where applicable, the fact that a Group Member in the UK intends to **transfer** Personal Information to a Group Member outside the UK including a reference to the appropriate safeguards that are put in place (i.e. this Controller Policy

Rule 4A RGA will keep Personal Information accurate and up to date.

RGA will take reasonable steps to ensure that all Personal Information that are inaccurate are erased or rectified without delay, having regard for the purposes for which they are Processed. In order to ensure that the Personal Information held by RGA is accurate and up to date, RGA shall actively encourage Data Subjects and Controllers from whom RGA received Personal Information to inform RGA when Personal Information has changed or has otherwise become inaccurate.

Rule 4B RGA will only Process Personal Information that is adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.

RGA will identify the minimum amount of Personal Information necessary in order to fulfil the purposes for which it must Process the Personal Information.

RULE 5 LIMITED RETENTION OF PERSONAL INFORMATION

Rule 5A RGA will only keep Personal Information for as long as is necessary for the purposes for which it is collected and further Processed.

RGA will comply with RGA's record retention policies and guidelines as revised and updated on a periodic basis.

RULE 6 SECURITY AND CONFIDENTIALITY

Rule 6A RGA will implement appropriate technical and organizational measures to ensure a level of security

- to ensure that any individuals who have access to the Personal Information are subject to a confidentiality obligation;

- to not engage a sub-processor without prior specific or general written authorisation from RGA and to ensure the agreement that is entered into with such sub-processor imposes the same obligations as those that are imposed on the service provider;

- to return to RGA or securely delete the Personal Information upon the termination of the contract;

- to assist RGA as needed to comply with obligations as a Controller;

- to make available to RGA all information necessary to demonstrate compliance with these obligations, and allow for and contribute to audits, including inspections, conducted by RGA or another auditor mandated by RGA; and

- to immediately inform RGA if, in its opinion, an instruction by RGA infringes Applicable Data Protection Laws.

This list of contractual requirements is, and will be updated to remain, compliant with UK GDPR Article 28.3

Rule 7B RGA will also deal with requests to rectify or erase Personal Information, or to restrict or object to the Processing of Personal Information, and to exercise the right of data portability in accordance with the Data Subject Rights Procedure (Controller).

Data Subjects may ask RGA to rectify Personal Information RGA holds about them where Data Subjects believe such Personal Information is inaccurate. In other circumstances, Data Subjects may request that their Personal Information be erased, for example, where the Personal Information is no longer necessary in relation to the purposes for which it was collected.

In certain circumstances, as set out in Appendix 2, Data Subjects may also restrict or object to the Processing of their Personal Information or with896 Tf1 3e,12q0.000 reW*nBT/F1 9.190.49 65n.02 Tm.87 662.98 Tm01

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Rule 18A RGA will ensure that where it believes legislation applicable to it prevents it from fulfilling its obligations under the Controller Policy or such legislation has a substantial effect on its ability to comply with the Controller Policy

Liability, Compensation and Jurisdiction provisions:

- 47 0620 Third Party Beneficiaries who have suffered material or non-material damage as a result of an infringement of this Policy have the right to receive compensation

APPENDIX 2

APPENDIX 2

DATA SUBJECT RIGHTS PROCEDURE (UK) (CONTROLLER)

APPENDIX 3

PRIVACY COMPLIANCE STRUCTURE (UK) (CONTROLLER)

APPENDIX 4

PRIVACY TRAINING PROGRAM (UK) (CONTROLLER)

APPENDIX 5

AUDIT PROTOCOL (UK) (CONTROLLER)

APPENDIX 6

COMPLAINT HANDLING PROCEDURE (UK) (CONTROLLER)

APPENDIX 7

COOPERATION PROCEDURE (UK) (CONTROLLER)

APPENDIX 8

UPDATING PROCEDURE (UK) (CONTROLLER)

APPENDIX 9

In Scope Data Transfers (UK) (CONTROLLER)

CHANGE LOG

Date	Version	Change
Sep 2023	1.0	First (non-Draft) version