September 2023

Contents

DEFINITIONS

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

"Applicable Data Protection Law(s)"	means the data protection laws in force in the United Kingdom;
“Adequacy”, “Adequate Status”, “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" **“Customer”** **“Third Party 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's Customer is a Third Party Controller of the Personal Information that is Processed by RGA under this Processor Policy

by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2019 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020; ; and

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. When RGA Processes Personal Information to provide a service to a UK Controller, this activity and the Personal Information in question remain protected by Applicable Data Protection Laws

- Personal Information about the policy holders and beneficiaries of an individual or group insurance and pension policy (e.g., life, illness, accident, disability, living benefits, health, financial etc.), such as personal identification and contact details,

- Sensitive Personal Information (health information, government identification numbers, criminal convictions or offenses, data revealing racial or ethnic origin and genetic data), and

- Customers policy-related information.

RGA will apply this Processor Policy in all cases where RGA Processes Personal Information as a Processor through both manual and automated means.

MANAGEMENT COMMITMENT AND CONSEQUENCES OF NON-COMPLIANCE

RGA's management is fully committed to ensuring that all Group Members and their Workforce Members comply with this Processor Policy at all times.

All Group Members and their Workforce Members must comply with and respect, this Processor Policy when Processing Personal Information, irrespective of the country in which they are located. All Group Members that engage in the collection, use or transfer of Personal Information as a Processor to provide services to a Customer, must comply with the Rules set out in **Part II** of this Processor Policy together with the policies and procedures set out in the appendices in **Part III** of this Processor Policy.

In recognition of the gravity of these risks, Workforce Members who do not comply with this Processor Policy may be subject to disciplinary action, up to and including dismissal.

RESPONSIBILITY TOWARDS THE CONTROLLER

When RGA Processes Personal Information as a Processor, the Controller on whose behalf RGA Processes Personal Information will have responsibility for complying with the Applicable Data Protection Laws and any local laws that apply to it. As a consequence, the Controller will pass certain data protection obligations on to RGA in its contract appointing RGA as its Processor. The agreement to incorporate this Policy and make it binding towards the Controller will be signed by an RGA UK BCR member. If RGA fails to comply with the terms of its Processor appointment, this may put the Controller in non-compliance with its Applicable Data Protection Laws and the Controller may initiate proceedings against RGA for breach of contract, resulting in the payment of compensation or other judicial remedies.

In particular, where a Controller demonstrates that it has suffered damage, and that it is likely that the damage has occurred due to a non-compliance with this Processor Policy (whether by a Group Member or one of its Third Party Sub-Processors), the burden of proof for demonstrating that the Group Member or a Third Party Sub-Processor is not responsible for the non-compliance, or that no such non-compliance took place, shall fall to RGA UK Services.

This is because Controllers have the right to enforce this Processor Policy against either RGA UK Services or any Group Member, in respect of Processing of Personal Information on its behalf by that relevant Group Member or Third Party Sub-Processor for breaches caused by the relevant Group Member or Third Party Sub-processor, provided that the contract between the Controller and the Group Member incorporates and attaches this Processor Policy.

If a Controller chooses not to rely upon this Processor Policy when transferring Personal Information to Group Members outside the UK, that Controller is responsible for implementing other appropriate safeguards in accordance with Applicable Data Protection Laws.

RELATIONSHIP BETWEEN THE CONTROLLER AND PROCESSOR POLICIES

This Processor Policy applies only to Personal Information that RGA Processes as a Processor in order to provide a service to a Customer.

RGA has a separate Global Binding Corporate Rules (UK): Controller Policy that applies when it Processes Personal Information as a Controller (i.e. for its own purposes).

- When a Group Member Processes Personal Information as the Controller it must comply with the Controller Policy, or

- When a Group Member Processes Personal Information as a Processor on behalf of another Group Member that is the Controller, it must comply with the Controller Policy.

Some Group Members may act as Controllers under some circumstances and as Processors under different circumstances. Such Group Members must comply with this Processor Policy and the Controller Policy, as appropriate.

If at any time it is not clear to a Group Member as to what its legal status as Controller or Processor would be and which policy applies, such Group Member must contact the Chief Security and Privacy Officer whose contact details are provided below.

FURTHER INFORMATION

If you have any questions regarding the provisions of this Processor Policy, your rights under this Processor Policy or any other data protection issues you may contact Chief Security and Privacy Officer using the contact information below. All inquiries will be dealt with directly by the Chief Security and Privacy Officer or delegated to the RGA Workforce Member or department best positioned to address such inquiry.

Attention:	Chris Cooper, Vice President, Chief Security and Privacy Officer
Email:	ccooper

SECTION A: BASIC PRINCIPLES

RULE 1 – LAWFULNESS OF PROCESSING

Rule 1A – RGA will ensure that all P

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Rule 5 – RGA will assist a Controller in complying with the obligation to retain Personal Information no longer than is necessary for the purposes for which it was collected and further Processed.

RGA will enable the Controller to comply with its record retention obligations either under law or in accordance with the Controller's record retention policies and guidelines, unless Applicable Data Protection Laws require otherwise.

RULE 6 – SECURITY AND CONFIDENTIALITY

Rule 6A – RGA will implement appropriate technical and organizational measures

Rule 7B – RGA will ensure that Sub-Processors (RGA or third party) are (i) engaged on the same contractual terms as those executed between RGA and the Controller; and (ii) required to comply with this Processor Policy, particularly obligating the Third Party Sub-Processor to implement and maintain appropriate technical and organisational measures for the protection of the Personal Information consistent with this Processor Policy.

Group Members must only appoint Third Party Sub-Processors who provide sufficient guarantees with respect to the commitments made by RGA in this Processor Policy. In particular, such Third Party Sub-Processors must be able to provide appropriate technical and organizational measures that will govern their use of the Personal Information to which they will have access in accordance with the terms of the Group Member's contract with the Controller.

To comply with this Rule, where a Third Party Sub-Processor has access to Personal Information Processed on behalf of RGA, RGA will take steps to ensure that the Third Party Sub-Processor has in place appropriate technical and organizational security measures to safeguard the Personal Information and will impose strict contractual obligations, in writing, on the Third Party Sub-Processor, which provide:

- commitments on the part of the Third Party Sub-Processor to comply with the same data protection contractual provisions as between RGA and the Controller;
- commitments on the part of the Third Party Sub-Processor regarding the security of that Personal Information, consistent with those contained in this Processor Policy (and in particular Rules 6A and 6B above) and with the terms of the contract RGA has with the Controller in respect of the Processing in question;
- that the Third Party Sub-Processor will act only on RGA's instructions in the course of Processing the Personal Information; and
- such obligations as may be necessary to ensure that the commitments on the part of the Third Party Sub-Processor reflect those made by RGA in this Processor Policy, and which, in particular, provide for adequate safeguards which will meet the requirements of Applicable Data Protection Law with respect to the privacy and fundamental rights and freedoms of Data Subjects with respect to transfers of .44 841.68 reW*nBT/F1 9.96 Tf1 0 0 1 340.51 468.91 Tm0 G[P)4(r)-15(o-)5(1 0 01 9.96 Tf1 0 0

Sub-94.45 Tm0 G[s93.85 Tmq54me Tm0 G)9(ati6.05 m5 Tmpt9(meom)3(p)-9)-70(t)-o-5(a)-99 94G[T0 G)-10(y Tm0 G7)4(c)-5(t)-10( )]

Rule 14 – RGA will report changes to this Processor Policy to the Information Commissioner in accordance with the Updating Procedure (UK) (Processor) set out in Appendix 8.

RULE 15 –

SECTION C: THIRD PARTY BENEFICIARY RIGHTS

1. Rights of enforcement against the Processor – in respect of an alleged breach by the Processor. Under Applicable Data Protection Laws the Controller or those Data Subjects whose Personal Information is Processed in the UK either by a Controller or an RGA UK BCR Entity (listed in Appendix 1) acting as a Processor and transferred to a Group Member outside the UK under the Processor Policy (a "**Non-UK BCR Entity**") have certain rights (each a **"Processor Third Party Beneficiary** .

These Processor Third Party Beneficiaries may directly enforce the following elements of this Processor Policy as third party beneficiaries (in respect of the alleged breach by the Processor or its sub-processors):

- Part I (Background and Scope);
- Part II section A (Basic Principles); and
- Part II section B (Practical Commitments) rules:
    - 12 (Complaint Handling (see Appendix 6 for the procedure),
    - 13 (ICO Co-operation),
    - 15 (National Legislation preventing compliance), and
    - Liability, compensation and jurisdiction provisions (*see* 33. 3. below).

2. Rights of enforcement against the Processor– in respect of an alleged breach by the Controller. Where a Processor Third Party Beneficiary cannot bring a claim against a Controller

- In particular, in case of non-compliance with this Policy by a non-UK Entity, Third Party Beneficiaries may exercise these rights and remedies against RGA UK Services and, where appropriate, receive remedy and compensation from RGA UK Services for any material or non-material damage suffered as a result of an infringement of this Policy,

- Where an RGA Group BCR Member (acting as a Processor) and the Controller both conduct the same processing activity and are found to be responsible for any damage caused by such processing, Third Party Beneficiaries shall be entitled to receive compensation for the entire damage directly from RGA UK Services,

- Third Party Beneficiaries may bring proceedings against RGA UK Services to enforce compliance with this Policy before a competent UK Court,

- Third Party Beneficiaries may obtain a copy of the Processor Policy from RGA UK Services or any other UK BCR Entity on request. This

PART III: APPENDICES

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UPDATING PROCEDURE (UK) (PROCESSOR)

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LAW ENFORCEMENT DATA ACCESS PROCEDURE (UK) (PROCESSOR)

APPENDIX 10

CHANGE LOG

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