



**August 2025**

**GLOBAL BINDING CORPORATE RULES (UK):  
PROCESSOR POLICY**

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# INTRODUCTION

This Global Binding Corporate Rules (UK): Processor Policy ("Processor Policy"/ this "Policy") establishes RGA's approach to compliance with Applicable Data Protection Laws when Processing Personal Information on behalf of and under the instructions of a Controller and where such Personal Information originates in the United Kingdom, specifically with regard to transfers of Personal Information between members of the RGA group entities where the recipient is not in an 'Adequate' jurisdiction. In this Processor Policy we use "**RGA**" to refer to RGA group members ("**Group Members**").

This Processor Policy applies to personal data transfers where the non-UK RGA recipient entity is in a jurisdiction not granted UK 'Adequate' status (in which case Adequacy will be the transfer mechanism). It describes how RGA will comply with Applicable Data Protection Laws with respect to Processing Personal Information as a Processor for Controllers.

RGA's Global Binding Corporate Rules (UK): Controller Policy describes how RGA will comply with Applicable Data Protection Laws with respect to processing Personal Information for an RGA Controller. The Information Commissioner has regulatory oversight of the functioning of the RGA Binding Corporate Rules (UK) and RGAs compliance to this Policy. This Processor Policy does not replace any specific data protection requirements that might apply to a business area or function.

This Processor Policy is accessible on RGA's corporate website at [www.rgare.com](http://www.rgare.com).

# DEFINITIONS

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

<b>"Applicable Data Protection Law(s)"</b>	means the data protection laws in force in the United Kingdom;
<b>"Adequacy", "Adequate Status", "Adequate level of protection"</b>	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.
<b>"Controller"</b>	"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. Controller and Third Party Controller are interchangeable within this Processor Policy as the Controller relying on this Policy will always be a third party Controller.
<b>"Customer"</b>	refers to the third-party Controller on whose behalf RGA Processes Personal Information. It includes RGA's third-party Customers when we, as Processors, Process Personal Information on their behalf in the course of providing data Processing services to them;
<b>"Group Member"</b>	means any of the members of RGA's group of companies listed in Appendix 1;
<b>"Information Commissioner"</b>	has the meaning given to it by section 114 of the Data Protection Act 2018;
<b>"Personal Information"</b>	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;
<b>"Processing", "Processed", "Process", "Processes"</b>	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;
<b>"Processor"</b>	means a natural or legal person which Processes Personal Information on behalf of a Controller. For example, RGA is a Processor of the Personal Information it Processes to provide certain services to its Customers;
<b>"RGA"</b>	Reinsurance Group of America Inc and all its subsidiaries collectively (the Group as a whole);
<b>"Sensitive Personal Information"</b>	means information that relates to a Data Subject's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation. It also means information about a Data Subject's criminal convictions, offences or related security measures as well as any other information deemed sensitive under Applicable Data Protection Laws;
<b>"Third Party Processor", "Third Party Sub-Processor"</b>	means a third party or sub-Processor (as the case may be) Processor appointed by a Group Member;
<b>"UK Court"</b>	means a Court in the United Kingdom in accordance with section 180 of the Data Protection Act 2018;
<b>"UK GDPR"</b>	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified

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

**“United Kingdom”**

as used in this Processor Policy, United Kingdom (also denoted as “**UK**”) refers to the country that consists of England, Scotland, Wales and Northern Ireland;

**“Workforce Members”**

refers to all employees, new hires, individual contractors and consultants, and temporary members of the Workforce engaged by any Group Member. All Workforce Members must comply with this Processor Policy.

# 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 by the application of this Processor Policy.

According to Applicable Data Protection Laws, when an organization determines the purposes for which Personal Information are to be Processed and the means by which the Personal Information are Processed, that organization is deemed a *Controller* of that Personal Information and is therefore primarily responsible for meeting the legal requirements under Applicable Data Protection Laws.

On the other hand, when an organization Processes Personal Information only on behalf of a Controller, that organization is deemed to be a *Processor* of the Personal Information. In this case, the Controller of the Personal Information (i.e. RGA's Customer) will be primarily responsible for meeting the legal requirements. The Controller is also responsible for confirming whether this Processor Policy applies only to the Processing of Personal Information as defined under UK GDPR and transferred directly from the UK, or to all Processing of Personal Information among the Group Members irrespective of the origin of the Personal Information.

## HOW DOES DATA PROTECTION LAW AFFECT RGA INTERNATIONALLY?

Applicable Data Protection Laws permit some transfers of Personal Information outside the UK based on Adequacy regulations. Only certain non-UK countries in which RGA operates, and to which Personal Information may be transferred from the UK, are regarded by the UK Government Secretary of State as providing an adequate level of protection for Data Subjects' privacy and data protection rights, i.e. Adequate.

In the absence of Adequacy regulations permitting a transfer then RGA will base its transfers (those identified in Appendix 9 to this policy) on this Processor Policy.

## WHAT IS RGA DOING ABOUT IT?

RGA must take proper steps to ensure that it Processes Personal Information in a legitimate, fair and lawful manner wherever it operates or undertakes business. This Processor Policy sets out a framework to satisfy Applicable Data Protection Law requirements and in particular, to provide an adequate level of protection for all Personal Information Processed by Group Members on behalf of a Controller.

## SCOPE OF THE PROCESSOR POLICY

This Processor Policy applies to all Personal Information that RGA Processes as a Processor in the course of providing services to a Customer. This includes Processing by RGA of the following categories of insurance related data that RGA receives from its Customer (e.g. an insurance company) or the Customers Data Subjects directly.

- 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 Global 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 Global Privacy Officer using the contact information below. All inquiries will be dealt with directly by the Global Privacy Officer or delegated to the RGA Workforce Member or department best positioned to address such inquiry.

**Attention:** Lisa Kogel, Executive Director, Global Privacy Officer

**Email:** lkogel@rgare.com

**Address:** 16600 Swingley Ridge Road, Chesterfield, Missouri, 63017, USA

The Global Privacy Officer is responsible for ensuring that changes to this Processor Policy are communicated to Controllers, 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's separate Complaint Handling Procedure (UK) (Processor), which is outlined in Part III, [Appendix 6](#).

## PART II: PROCESSOR OBLIGATIONS

This Processor Policy applies in all situations where a Group Member Processes Personal Information as a Processor on behalf of a Controller.

Part II of this Processor Policy is divided into three sections:

- Section A identifies and describes the data protection principles that RGA observes at any time it Processes Personal Information as a Processor on behalf of a Controller.
- Section B specifies the practical commitments to which RGA adheres in connection with this Processor Policy.
- Section C describes the third-party beneficiary rights RGA provides to Data Subjects under this Processor Policy.

## SECTION A: BASIC PRINCIPLES

### RULE 1 – LAWFULNESS OF PROCESSING

**Rule 1A – RGA will ensure that all Processing is carried out in accordance with Applicable Data Protection Laws.**

RGA will comply with all applicable local legislation governing the protection of Personal Information and will ensure that all Personal Information is Processed in accordance with Applicable Data Protection Laws.

As such:

- to the extent that any applicable local legislation governing the protection of Personal Information requires a higher level of protection than is provided for in this Processor Policy, RGA acknowledges that it will take precedence over this Processor Policy; but
- where there is no applicable local legislation governing the protection of Personal Information, or where the local law does not meet the standards set out by the Processor Policy, RGA will Process Personal Information in accordance with the Rules in this Processor Policy.

**Rule 1B – RGA will cooperate with and assist a Controller in complying with its obligations under Applicable Data Protection Laws in a reasonable time and to the extent reasonably possible.**

RGA will assist such Controller in complying with its obligations under Applicable Data Protection Laws, within a reasonable time and as required under the terms of its contract with the Controller. This may include, for example, a responsibility to comply with certain instructions stipulated in the contract with a Controller, such as assisting the Controller in meeting its obligation to keep Personal Information accurate and up to date. RGA will immediately inform the Controller if, in its opinion, an instruction infringes Applicable Data Protection Laws.

### RULE 2 – FAIRNESS AND TRANSPARENCY

**Rule 2 – RGA will, to the extent reasonably possible, assist a Controller in complying with its obligation to inform and explain to Data Subjects how their Personal Information will be Processed at the point their Personal Information is collected.**

The Controller has a duty to inform Data Subjects, at the point of collection of their Personal Information, how that information will be processed. Such information should be given to Data Subjects in a concise, transparent, intelligible and easily accessible form. The information shall be provided in writing or by other means, including, where appropriate, by electronic means. This is usually done by means of an easily accessible fair processing statement.

RGA will provide assistance and information to the Controller as may be required under the terms of its contract with such Controller to support its compliance with this requirement. For example, RGA may be required under the terms of the contract with a particular Controller to provide information about any Third Party Processors appointed by RGA to Process Personal Information on its behalf.

This Processor Policy (and any updates thereof) will be accessible on RGA's website at <http://www.rgare.com>.

### **RULE 3 – PURPOSE LIMITATION**

**Rule 3 – RGA will only Process Personal Information on behalf of, and in accordance with, the instructions of the Controller unless required to do so under Applicable Data Protection Laws.**

RGA will only Process Personal Information on behalf of the Controller in compliance with the terms of a contract with that Controller in accordance with UK GDPR Article 28.3. RGA will not Process Personal Information for any purpose other than or beyond the purposes determined by the Controller. RGA will not transfer data to a third country unless agreed in the contract with the Controller or required to do so under Applicable Data Protection Laws, and such transfers will comply with Applicable Data Protection Law.

Where Applicable Data Protection Laws require processing or transfers beyond the Controllers documented instructions RGA shall inform the Controller of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

If, for any reason, RGA is unable to comply with this Rule or its obligations under this Processor Policy, RGA will inform the Controller prior to any processing of this fact who may then suspend the transfer of Personal Information to RGA and/or terminate the contract, depending upon the terms of its contract with RGA.

RGA will act in accordance with the instructions of the Controller and return, destroy or store the Personal Information, including any copies of the Personal Information, in a secure manner or as otherwise required, in accordance with the terms of its contract with that Controller.

In the event that legislation prevents RGA from returning the Personal Information to a Controller, or destroying it, RGA will maintain the confidentiality of the Personal Information and will not Process the Personal Information otherwise than in accordance with the terms of its contract with that Controller.

### **RULE 4 – DATA MINIMISATION AND ACCURACY**

**Rule 4 – RGA will assist a Controller in keeping the Personal Information accurate and up to date.**

RGA will comply with any instructions from a Controller, as required under the terms of its contract with that Controller, in order to assist that Controller in complying with its obligation to keep Personal Information accurate and up to date and, in particular, to ensure that all Personal Information are accurate, having regard to the purposes for which they are Processed, and/or are erased or rectified without delay.

When required to do so on instruction under the terms of its contract with that Controller, RGA will delete, anonymise, update or correct Personal Information.

RGA will notify other Group Members or any Third Party Processor to whom the Personal Information has been legitimately disclosed accordingly so that they can also update their records.

### **RULE 5 – LIMITED RETENTION OF PERSONAL INFORMATION**

**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 to ensure a level of security appropriate to the risk of the Personal Information Processing that is carried out on behalf of a Controller.**

Where RGA provides a service to a Controller involving the Processing of Personal Information, the contract between RGA and that Controller shall dictate the security and organizational measures required to safeguard that information consistent with Applicable Data Protection Laws.

In any event, RGA will apply appropriate security and organisational measures to ensure a level of security that is appropriate to the risks of the Processing that is carried out on behalf of the Controller, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

**Rule 6B – RGA will notify a Controller without undue delay of any data security breach affecting the Personal Information that RGA is Processing on behalf of the Controller in accordance with the terms of the contract with that Controller.**

RGA will notify a Controller of any data security breach, as defined under Applicable Data Protection Laws, affecting the Personal Information Processed on behalf of that Controller without undue delay after becoming aware of it and as required to do so under the terms of the Group Member's contract with that Controller.

## **RULE 7 – ENGAGING SUB-PROCESSORS**

**Rule 7A – RGA will notify and obtain the prior specific or general written consent from the Controller before appointing any Third Party Sub-Processor.**

RGA will inform a Controller where Processing undertaken on its behalf will be conducted by a Third Party Sub-Processor and will obtain the Controller's prior approval to do so as set out under the terms of its contract with that Controller. RGA will ensure that up to date information regarding its appointment of Third Party Sub-Processors is available to a Controller at all times so that its general consent is obtained.

If, upon reviewing this information, a Controller objects to the appointment of a Third Party Sub-Processor to Process Personal Information on its behalf, that Controller will be entitled to take such steps as are consistent with the terms of its contract with RGA.

**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 Personal Information to a Third Party Sub-Processor established outside the UK.

## **RULE 8 – HONOURING DATA SUBJECTS' DATA PRIVACY RIGHTS**

**Rule 8 – RGA will assist a Controller with responding to queries or requests made by Data Subjects in connection with their Personal Information.**

RGA will act in accordance with the instructions of the Controller as required under the terms of its contract with that Controller and undertake any reasonably necessary measures to enable a Controller to comply with its duty to respect the rights of Data Subjects. In particular, if any Group Member receives a request by a data subject to exercise his/her rights over the Processing of his or her Personal Information, the Group Member will transfer such request promptly to the relevant Controller and not respond to such a request unless authorised to do so or required by Applicable Data Protection Law (in accordance with Appendix 2).

## **SECTION B: PRACTICAL COMMITMENTS**

### **RULE 9 – COMPLIANCE**

**Rule 9A – RGA will have appropriate Workforce Members and support to ensure and oversee privacy compliance throughout the business.**

RGA has appointed its Global Privacy Officer as the person to oversee and ensure compliance with this Processor Policy. The Global Privacy Officer reports directly to the Reinsurance Group of America Inc Board of Directors. The Global Privacy Officer, supported by RGA's Data Protection Team, is responsible for overseeing and enabling compliance with this Processor Policy on a day-to-day basis. A summary of the roles and responsibilities is set out in Appendix 3.

Each applicable Group Member is responsible for being able to demonstrate compliance with this Policy.

**Rule 9B – RGA will maintain records of the Processing activities carried out on behalf of the Controller.**

RGA shall maintain and update a record of all the Processing activities carried out on behalf of a Controller. This record will be maintained in writing (including in electronic form) and will be made available to the Information Commissioner on request. These records will maintain at least the information required by Article 30.2 of the UK GDPR.

## **RULE 10 – TRAINING**

**Rule 10 – RGA will provide appropriate training to Workforce Members who have permanent or regular access to Personal Information, who are involved in the Processing of Personal Information or in the development of tools used to Process Personal Information in accordance with the Privacy Training Program (UK) (Processor) set out in Appendix 4.**

## **RULE 11 – AUDIT**

**Rule 11 – RGA will verify compliance with this Processor Policy and will carry out data protection audits on a regular basis in accordance with the Audit Protocol (UK) (Processor) set out in Appendix 5.**

## **RULE 12 – COMPLAINT HANDLING**

**Rule 12 – RGA will ensure that Data Subjects may exercise their right to file a complaint and will handle such complaints in accordance with the Complaint Handling Procedure (UK) (Processor) set out in Appendix 6.**

## **RULE 13 – COOPERATION WITH THE INFORMATION COMMISSIONER**

**Rule 13 – RGA agrees to comply with the advice and to abide by a formal decision of the Information Commissioner on any issues related to the Processor Policy in accordance with the Cooperation Procedure (UK) (Processor) set out in Appendix 7.**

## **RULE 14 – UPDATES TO THE PROCESSOR POLICY**

**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 – ACTION WHERE NATIONAL LEGISLATION PREVENTS COMPLIANCE WITH THE PROCESSOR POLICY**

**Rule 15A – RGA will ensure that where it believes that the legislation applicable to it prevents it from fulfilling its obligations under this Processor Policy or such legislation has a substantial effect on its ability to comply with the Processor Policy, RGA will promptly inform:**

- the Controller as provided for by Rule 3 (unless otherwise prohibited by a law enforcement authority);
- RGA UK Services;
- RGA's Global Privacy Officer; and
- the Information Commissioner.

**Rule 15B – RGA will ensure that where it receives a legally binding request for disclosure of Personal Information by a law enforcement authority or state security body which is subject to this Processor Policy, RGA will:**

- notify the Controller promptly unless prohibited from doing so by a law enforcement authority; and
- put the request on hold and notify the Information Commissioner unless prohibited from doing so by a law enforcement authority or state security body.

RGA will use its best efforts to inform the law enforcement authority or state security body about its obligations under Applicable Data Protection Laws and to obtain the right to waive this prohibition in order to notify and consult with the Information Commissioner and the Controller.

Unless prohibited by applicable legislation, RGA will notify the Information Commissioner of any conflicts likely to have a substantial adverse effect on the guarantees provided by this policy by a legal requirement of applicable legislation. This includes any legally binding request for disclosure of the personal data by a law enforcement authority or state security body. Unless prohibited, the Information Commissioner will be clearly informed about the request, including information about the data requested, the requesting body, and the legal basis for the disclosure.

Where such prohibition cannot be waived despite RGA's best efforts, RGA will provide the Information Commissioner with an annual report providing general information (info on the data requested, the requesting body, legal basis for disclosure) about any requests for disclosure it may have received from a requesting authority or agency, to the extent that RGA has been authorized by said law enforcement authority or state security body to disclose such information (in accordance with Appendix 9).

In any case, transfers of Personal Information by a Group Member to any public authority cannot be massive, disproportionate and indiscriminate in a manner that would go beyond what is necessary in a democratic society.

## 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 (the 'Former Controller') in respect of non-compliance of any of the commitments in this Processor Policy by a Group Member acting as a Processor (or its sub-processors) because:

- a) the Controller has factually disappeared or ceased to exist in law or has become insolvent; and
- b) no successor entity has assumed the entire legal obligations of the Controller by contract or by operation of law.

Third Party Beneficiaries may enforce the following elements of the BCRs (in respect of the alleged breach by the Former Controller):

- Part I (Background and Scope);
- Part II section A (Basic Principles); and
- Part II section B (Practical Commitments) rules:
  - 9B (Records),
  - 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 3 below).

**3. Liability, Compensation and Jurisdiction provisions:** Where Third Party Beneficiaries can demonstrate that they have suffered damage and establish facts which show it is likely that the damage has occurred because of a non-compliance with this Policy by either a Non-UK BCR Entity or a Non-UK third party sub-processor:

- Third Party Beneficiaries may submit complaints to any UK BCR Entity in accordance with Appendix 6 "Complaint Handling Procedure (UK) (Processor)" and may also lodge a complaint with the Information Commissioner,
- It will be for RGA UK Services to prove that the Non-UK Entity was not responsible for the non-compliance with this Policy giving rise to those damages or that no such non-compliance took place,

- 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 Policy (and any updates thereof) will be accessible on RGA's website at <http://www.rgare.com>.

# PART III: APPENDICES

## APPENDIX 1

### LIST OF GROUP MEMBERS (UK) (PROCESSOR)

**APPENDIX 2**

**DATA SUBJECT RIGHTS PROCEDURE (UK) (PROCESSOR)**

**APPENDIX 3**

**PRIVACY COMPLIANCE STRUCTURE (UK) (PROCESSOR)**

**APPENDIX 4**  
**PRIVACY TRAINING PROGRAM (UK) (PROCESSOR)**

**APPENDIX 5**  
**AUDIT PROTOCOL (UK) (PROCESSOR)**

**APPENDIX 6**

**COMPLAINT HANDLING PROCEDURE (UK) (PROCESSOR)**

**APPENDIX 7**

**COOPERATION PROCEDURE (UK) (PROCESSOR)**

**APPENDIX 8**

**UPDATING PROCEDURE (UK) (PROCESSOR)**

**APPENDIX 9**  
**LAW ENFORCEMENT DATA ACCESS PROCEDURE (UK) (PROCESSOR)**

## **APPENDIX 10**

### **In Scope Data Transfers (UK) (PROCESSOR)**

# CHANGE LOG

Date	Version	Change
Sep 2023	1.0	First (non-Draft) version
Sep 2024	1.1	No changes
Aug 2025	1.2	Updated "Chief Security and Privacy Officer" to "Global Privacy Officer" Updated Global Privacy Officer contact information