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## Privacy Policy

This privacy policy sets out how **BLUE ANCHOR RISK SOLUTIONS** (herein after referred to as **BARS**) uses, discloses and protects any personal information that you provide or that we collect, when you use our website or that we collect directly from you.

We collect personal information to be able to provide you with adequate insurance cover based on your own risk profile and to ensure that we have the correct and most up to date information.

“Personal Information” means information relating to an identifiable, living, natural person and where applicable, an identifiable, existing juristic person.

This privacy policy describes how we handle Personal Information that we collect through our website and through other means (for example, from completed proposal forms, claim forms, telephone calls, e-mails and other communications with us, as well as from third parties involved in our business dealings with you).

We are committed to ensuring that your personal information is protected. If we ask you to provide certain information by which you can be identified when using this website, it will only be used in accordance with this privacy policy. If you do not wish to provide personal information to us then you do not have to do so, but it may affect your use of this website or the products and services offered on it.

**BARS** recognises the importance of protecting your personal information and as such subscribes to the principles, outlined in applicable privacy that governs your right to having your personal information kept private.

### Collection of personal information

Personal information will be collected directly from yourself, the data subject, except if:

- (a) Your personal information is contained in a public record or has deliberately been made public by yourself;
- (b) You have consented to the collection of the information from another source;
- (c) The collection of the information from another source would not prejudice your legitimate interest;
- (d) Where the collection of the information from another source is necessary—

- (i) to avoid prejudice to the maintenance of the law by any public body, including the prevention, detection, investigation, prosecution and punishment of offences;
- (ii) to enforce a law imposing a pecuniary penalty;
- (iii) to enforce legislation concerning the collection of revenue as defined in local tax legislation;
- (iv) for the conduct of proceedings in any court or tribunal that have commenced or are reasonably contemplated;
- (v) in the legitimate interests of national security; or
- (vi) to maintain the legitimate interests of the responsible party or of a third party to whom the information is supplied;

(e) Compliance would prejudice a lawful purpose of the collection; or

(f) Compliance is not reasonably practicable in the circumstances of the particular case.

Depending on your relationship with us (for example, as a consumer policyholder; non-policyholder insured or claimant; witness; commercial broker or appointed representative; or other person relating to our business), Personal Information collected about you and your dependants may include:

- Your name;
- address;
- ID numbers;
- e-mail and telephone details;
- gender;
- health status;
- marital status;
- family status;
- date of birth;
- registration numbers;
- educational background;
- physical attributes;
- activity records, such as driving records;
- photos;
- employment history, skills and experience;
- current or former physical or mental or medical condition;
- professional licenses and affiliations;
- financial information and banking details such as account numbers;
- relationship to the policyholder, insured or claimant; and
- date and cause of death, injury or disability.

In certain cases, we may receive sensitive information about your trade union membership, religious beliefs, political opinions, family medical history or genetic information. In addition, we may obtain information about your criminal record or civil litigation history in the process of preventing, detecting and investigating fraud. We may also obtain sensitive information if

you voluntarily provide it to us (for example, if you express preferences regarding medical treatment based on your religious beliefs).

### **How we use your personal information**

We may use your Personal Information to:

- Communicate with you and others as part of our business.
- Send you important information regarding changes to our policies, other terms and conditions, our website and other administrative information.
- Make decisions about whether to provide insurance; provide insurance and assistance services, including claim assessment, processing and settlement; and, where applicable, manage claim disputes.
- Assess your eligibility for payment plans and process your premium and other payments.
- Provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.
- Carry out market research and analysis, including satisfaction surveys.
- Provide marketing information to you (including information about other products and services offered by selected third-party partners) in accordance with preferences you have expressed.
- Personalize your experience on our website by presenting information and advertisements tailored to you.
- Identify you to anyone to whom you send messages through our website.
- Allow you to participate in contests, prize draws and similar promotions, and to administer these activities. Some of these activities have additional terms and conditions, which could contain additional information about how we use and disclose your Personal Information, so we suggest that you read these carefully.
- Manage our infrastructure and business operations, and comply with internal policies and procedures, including those relating to auditing; finance and accounting; billing and collections; IT systems; data and website hosting; business continuity; and records, document and print management.
- Resolve complaints, and handle requests for data access or correction.
- Comply with applicable laws and regulatory obligations (including laws outside your country of residence), such as those relating to anti-money laundering and anti-terrorism; comply with legal process; and respond to requests from public and governmental authorities (including those outside your country of residence).

- Establish and defend legal rights; protect our operations or those of any of our group companies or insurance business partners, our rights, privacy, safety or property, and/or that of our group companies, you or others; and pursue available remedies or limit our damages.

### **Sharing your personal information**

**BARS** does not and will not sell or provide your personal information to third parties for independent use. We may, however, share your personal information with our business partners if that information is required to provide the product or service you have requested. However, our business partners will adhere to using your information only as directed by **BARS**.

The following list includes but is not limited to some of the instances when we disclose the personal information obtained from you:

- When any regulatory authority for the various financial sectors requests same;
- To comply with any regulation passed under relevant legislation, or any legal process;
- To enforce and protect our rights and property (including intellectual property) and/or where we have a legitimate interest to do so;
- When you have expressly authorised us to do so; or
- If we undergo a change in ownership.

**BARS** may make Personal Information available to:

- **Our group companies**

**BARS** are responsible for the management and security of jointly used Personal Information. Access to Personal Information within **BARS** is restricted to those individuals who have a need to access the information for our business purposes

- **Other insurance and distribution parties**

In the course of marketing and providing insurance, and processing claims, **BARS** may make Personal Information available to third parties such as other insurers; reinsurers; insurance and reinsurance brokers and other intermediaries and agents; appointed representatives; distributors; affinity marketing partners; and financial institutions, securities firms and other business partners.

- **Our service providers**

External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers; call centre service providers; IT systems, support and hosting service providers; printing, advertising, marketing and market research and analysis service providers; banks and financial institutions that service our accounts; third-party claim administrators; document and records management providers; claim investigators and adjusters; construction consultants; engineers; examiners; jury consultants; translators; and similar third-party vendors and outsourced service providers that assist us in carrying out business activities.

- **Governmental authorities and third parties involved in court action**

**BARS** may also share Personal Information with governmental or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate: (a) to comply with applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) to respond to requests from public and government authorities including public and government authorities outside your country of residence; (d) to enforce our terms and conditions; (e) to protect our operations or those of any of our group companies; (f) to protect our rights, privacy, safety or property, and/or that of our group companies, you or others; and (g) to allow us to pursue available remedies or limit our damages.

- **Other Third Parties**

We may share Personal Information with payees; emergency providers (fire, police and medical emergency services); retailers; medical networks, organizations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganization, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business, assets or stock. To check information provided, and to detect and prevent fraudulent claims, Personal Information (including details of injuries) may be put on registers of claims and shared with other insurers. We may search these registers when dealing with claims to detect, prevent and investigate fraud.

Personal Information may also be shared by you, on message boards, chat, profile pages and blogs, and other services on the Site to which you are able to post information and materials. Please note that any information you post or disclose through these services will become public information and may be available to visitors to our website and to the public. We urge you to be very careful when deciding to disclose your Personal Information, or any other information, on our website.

### **Transferring of your personal information internationally**

Due to the nature of our business, for the purposes set out above we may transfer Personal Information to parties located in other countries (including the United States and other countries that have a different data protection regime than is found in the country where you are based). For example, we may transfer Personal Information to process international travel insurance claims and provide emergency medical assistance services when you are abroad. We may transfer information internationally to our group companies, service providers, business partners and governmental or public authorities.

### **Protecting your personal information**

To help protect the privacy of data and personally information you transmit through use of this Site, we maintain physical, technical and administrative safeguards. We update and test our security technology on an ongoing basis. We restrict access to your personally identifiable

information to those employees who need to know that information to provide benefits or services to you. In addition, we train our employees about the importance of confidentiality and maintaining the privacy and security of your information. We commit to taking appropriate disciplinary measures to enforce our employees' privacy responsibilities.

**BARS** will take appropriate technical, physical, legal and organizational measures, which are consistent with applicable privacy and data security laws. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any Personal Information you might have with us has been compromised), please immediately notify us. (See the “*Who to Contact About Your Personal Information*” section below.)

When **BARS** provides Personal Information to a service provider, the service provider will be selected carefully and required to use appropriate measures to protect the confidentiality and security of the Personal Information.

### **Retention of your personal information**

**BARS** takes reasonable steps to ensure that the Personal Information we process is reliable for its intended use, and as accurate and complete as is necessary to carry out the purposes described in this Privacy Policy. **BARS** will retain Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyse how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

### **Inapplicability of Privacy Statements of Any Linked Sites or Other Third Parties**

This Privacy Statement only addresses **BARS's** use and disclosure of your personally identifiable information. As this Site may contain links to other Web sites, please be aware that we are not responsible for the privacy practices of such other sites, and we are not liable for their misuse of personally identifiable information. We encourage you to be aware that when you go to another Web site you should carefully read their privacy statement.

## **General Legal Notice and Disclaimer**

Access to the information contained on this Web site is provided by **BARS** to its clients and non-clients as a service to financial services providers. References herein to any product, process or service do not constitute or imply endorsement or recommendation by **BARS**. While **BARS** makes every effort to present accurate and reliable information on this Site, **BARS** does not approve or certify such information, nor does it guarantee the accuracy, completeness, efficacy, timeliness or correct sequencing of such information. Use of such information is voluntary and reliance on it should only be undertaken after an independent review of its applicability, accuracy, completeness, efficacy and timeliness with regard to financial services providers specific needs and uses. **BARS** (including its employees and agents) is not responsible for, and expressly disclaims all liability for, damages of any kind arising out of use, reference to or reliance on the information available through this Site. No approvals, recommendations, endorsements, guarantees or warranties, including, but not limited to, any express or implied warranties of merchantability or fitness for any particular use or purpose of products or services named on this Site are made by **BARS**.

## **Your Access to and Updating of Personal Information**

Reasonable access to personally identifiable information will be provided within 30 days at no cost to **BARS** members, conference attendees and others upon request made to **BARS** at the contact information provided below. If access cannot be provided within that time frame, the IAPP will provide the requesting party a date when the information will be provided. If for some reason access is denied, **BARS** will provide an explanation as to why access has been denied.

## **Conditions of Use, Notices and Changes to Our Privacy Statement**

By using this Site, you agree to the terms and conditions contained in this Privacy Statement and Conditions of Use and/or any other agreement that we might have with you. If you do not agree to any of these terms and conditions, you should not use this Site or any **BARS** benefits or services. You agree that any dispute over privacy or the terms contained in this Privacy Statement and Conditions of Use, or any other agreement we have with you, will be governed by the laws of South Africa. You also agree to arbitrate such disputes in South Africa, and to abide by any limitation on damages contained in any agreement we may have with you.

As our organization, membership and benefits change from time to time, this Privacy Statement and Conditions of Use is expected to change as well. We reserve the right to amend the Privacy Statement and Conditions of Use at any time, for any reason, without notice to you, other than the posting of the amended Privacy Statement and Conditions of Use at this Site. We may e-mail periodic reminders of our notices and terms and conditions and will e-mail **BARS** members of material changes thereto, but you should check our Site frequently to see the current Privacy Statement and Conditions of Use that is in effect and any changes that may have been made to it. The provisions contained herein supersede all previous notices or statements regarding our privacy practices and the terms and conditions that govern the use of this Site.

This policy is effective from 1 August 2019.