



## **SPECIAL ENDORSEMENT TO THE GROUP INSURANCE POLICIES ISSUED BY SANLAM LIFE INSURANCE LIMITED**

Sanlam Life Insurance Limited (Registration no 1998/021121/06) declares that with effect from 1 July 2021 all the group insurance policy(ies) be amended as follows:

1. The following definitions are added to the SCHEDULE: DEFINITIONS:

**APPLICABLE LAWS** means

- (a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the services in terms of the Policy, are provided to or in respect of;
- (b) the common law and laws of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

**COMPLAINT** means a complaint or request relating to either party's obligations under DATA PRIVACY LAWS in terms of the Policy, including any compensation claim from a DATA SUBJECT or any notice, investigation or other action from a SUPERVISORY AUTHORITY.

**DATA PRIVACY LAWS** mean any APPLICABLE LAWS relating to the processing, privacy, and use of PERSONAL INFORMATION, as applicable to SANLAM and the EMPLOYER/FUND in terms of the Policy, including:

- (a) in Republic of South Africa:
  - (i) the POPIA including any regulations promulgated pursuant thereto; and/or
  - (ii) any other statute dealing with data privacy; and
- (b) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant SUPERVISORY AUTHORITY.

**DATA SUBJECT** means a person to whom PERSONAL INFORMATION relates.

**PERSONAL INFORMATION** means personal information as defined in POPIA and special personal information as defined in POPIA.

**PERSONAL INFORMATION BREACH** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any PERSONAL INFORMATION.

**POPIA** means the Protection of Personal Information Act, 4 of 2013.

**RESPONSIBLE PARTY** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing PERSONAL INFORMATION.

**SUPERVISORY AUTHORITY** means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering DATA PRIVACY LAWS.

2. The following clauses are added at the end of the SCHEDULE: MISCELLANEOUS:

**Personal Information**

1. The EMPLOYER/FUND is a joint RESPONSIBLE PARTY in relation to any PERSONAL INFORMATION it provides to SANLAM as a joint RESPONSIBLE PARTY in terms of the Policy. The PERSONAL INFORMATION of a DATA SUBJECT is collected and shared by the EMPLOYER/FUND or service provider appointed by the EMPLOYER/FUND in compliance with the APPLICABLE LAWS and/or DATA PRIVACY LAWS.
2. SANLAM and the EMPLOYER/FUND agree that, in relation to a DATA SUBJECT, the PERSONAL INFORMATION relating to the DATA SUBJECT will be processed in accordance with the provisions of DATA PRIVACY LAWS.
3. SANLAM may use PERSONAL INFORMATION or obtain PERSONAL INFORMATION for the following purposes:
  - (a) underwriting and providing accurate and effective insurance cover and related value-added services;
  - (b) member communication;
  - (c) market research and statistical analysis;
  - (d) verification of the personal information provided;
  - (e) to comply with all legal and regulatory requirements, including applicable codes of conduct;
  - (f) to protect SANLAM's interests; and
  - (g) any purposes related to the above.

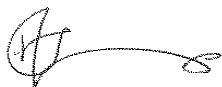
4. SANLAM may share the EMPLOYER'S/FUND'S or the DATA SUBJECT'S PERSONAL INFORMATION within the Sanlam Group and/or with other service providers appointed by SANLAM and industry bodies or other insurers where required for any of the purposes listed above, or with third parties where SANLAM is lawfully required to do so.
5. SANLAM may send the EMPLOYER'S/FUND'S or the DATA SUBJECT'S PERSONAL INFORMATION to service providers outside the Republic of South Africa for storage or further processing on SANLAM's behalf. SANLAM will not send the PERSONAL INFORMATION to a country that does not have information protection legislation similar to that of the Republic of South Africa, unless SANLAM has a binding agreement with the service provider which ensures that it effectively adheres to the principles for processing of PERSONAL INFORMATION in compliance with the APPLICABLE LAWS or DATA PRIVACY LAWS.
6. The EMPLOYER/FUND or the DATA SUBJECT may request to access, change or correct PERSONAL INFORMATION relating the EMPLOYER/FUND or the DATA SUBJECT from SANLAM's records. If legislation allows, SANLAM may charge an administrative fee subject to prior notice to the EMPLOYER/FUND or the DATA SUBJECT of any such cost before executing the request.
7. All enquiries from the DATA SUBJECT and the Authority concerning the processing of the PERSONAL INFORMATION provided to SANLAM will be responded to by the EMPLOYER/FUND within a reasonable time unless SANLAM and the EMPLOYER/FUND have agreed otherwise.
8. SANLAM has implemented appropriate technical and organisational information security measures to keep the PERSONAL INFORMATION secure, accurate, current, and complete. However, SANLAM cannot guarantee the security or accuracy of any information transmitted to SANLAM.
9. PERSONAL INFORMATION will be held and used for as long as permitted for legal, regulatory, fraud prevention and legitimate business purposes.
10. SANLAM may contact the EMPLOYER/FUND and/or the DATA SUBJECT regarding events, seminars, products, services and content that may be of interest, or invite the EMPLOYER/FUND and/or the DATA SUBJECT to participate in research with the aim of improving SANLAM's products and services.

#### **Breach notification**

1. In respect of any PERSONAL INFORMATION BREACH, the EMPLOYER/FUND shall:

- (a) notify SANLAM of the PERSONAL INFORMATION BREACH without undue delay (but in no event later than 72 hours after becoming aware of the PERSONAL INFORMATION BREACH); and
  - (b) provide SANLAM without undue delay (wherever possible, no later than 72 hours after becoming aware of the PERSONAL INFORMATION BREACH) with such details as SANLAM require regarding:
    - (i) the nature of the PERSONAL INFORMATION BREACH including the categories and approximate number of DATA SUBJECTS and protected PERSONAL INFORMATION concerned;
    - (ii) any investigations into such PERSONAL INFORMATION BREACH;
    - (iii) the likely consequences of the PERSONAL INFORMATION BREACH; and
    - (iv) any measures taken, or that the EMPLOYER/FUND recommends, to address the PERSONAL INFORMATION BREACH, including to mitigate its possible adverse effects, provided that, (without prejudice to the above obligations) if the EMPLOYER/FUND cannot provide all these details within the timeframes set out in this sub-clause (b), it shall (before the end of such timeframes) provide SANLAM with reasons for the delay and when it expects to be able to provide the relevant details (which may be phased), and give SANLAM regular updates on these matters.
2. The EMPLOYER/FUND shall promptly (and in any event within 3 Business Days) inform SANLAM if it receives a COMPLAINT and provide SANLAM with full details of such COMPLAINT.

Signed on behalf of Sanlam Life Insurance Limited at Bellville on 21 June 2021.

A handwritten signature in black ink, consisting of a stylized initial 'S' followed by a long, sweeping horizontal line that ends in a small flourish.