



Information concerning storage limitation and the thinning out of personal data

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1 Introduction, purpose and objective

The purpose and objective of these guidelines is to fulfil the requirements of the General Data Protection Regulation in respect of storage limitation (Article 5.1 & Recital 39) and also the principle of accountability (Article 5.2) and also to supplement Euro Accident Livförsäkring AB's ('EA' or 'the Company') Privacy Policy in respect of the processing of personal data.

An inventory, follow-up and control of Euro Accident's thinning out of personal data is carried out on an ongoing basis to ensure compliance with the guidelines relating to the thinning out of personal data. All thinning out shall be documented in writing, including in electronic form, and sent to Euro Accident's Data Protection Officer.

In the event that some part of the business is unable to comply with these guidelines, owing to the provisions of applicable national legislation, such deviation shall be explained, established and documented.

2 Laws, ordinances and official regulations

REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('the General Data Protection Regulation').

Swedish Patient Data Act (2008:355) (PDL)

Insurance Contracts Act (2005:104) (FaL)

Bookkeeping Act (1999:1078)

Regulations for the Personal Insurance Board (from and including 1 January 2018)

Swedish Data Protection Authority's report '*Så bör försäkringsbolag behandla känsliga personuppgifter*' [How insurance companies should process sensitive personal data]

Insurance Sweden's recommendation '*Rekommendation om behandling av personuppgifter inom försäkringsföretagens utredningsverksamhet*' [Recommendation concerning the processing of personal data within the investigation activities of insurance companies] – 10 June 2015

3 General information about thinning out

A large amount of personal data is processed in Euro Accident's business, primarily about customers but also about employees, relatives of employees, job applicants, intermediaries, and also about contact persons at cooperating partners. These official guidelines relate to the thinning out of customers' personal data. Time limits for thinning out for individuals without customer engagement, who contact Euro Accident by telephone or email, are also specified in these guidelines.

'Personal data' means any information relating to an identified or identifiable natural person. The decisive factor is that the data, individually or in combination with other data, can be linked to a living person. Typical personal data includes personal identity (ID) number, name and address. Identification numbers, such as customer number, policy number and claim number, are also personal data. Similarly, pictures and sound recordings of individuals that are processed on computers may be personal data even if no name is mentioned. Encrypted data and various kinds of electronic identity such as, for example, IP number and cookies, are counted as personal data if they can be linked to natural persons. Information that has been encoded, encrypted or has undergone pseudonymisation, but that can be referred to a natural person with the help of supplementary data, is personal data.

All forms of measures performed on personal data constitute the processing of personal data, for example, collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

A fundamental principle of the General Data Protection Regulation is 'storage limitation'¹, i.e. that personal data may not be saved (i.e. kept) in a form which permits identification of data subjects for longer than is necessary for the purposes for which the personal data is processed. If there are other provisions concerning the preservation of personal data in another act or ordinance, these provisions have priority. It is indicated by the Swedish Data Protection Authority's information sheet '*Hur länge får personuppgifter bevaras*' [For how long can personal data be preserved?], among other things, that personal data cannot be saved because it might possibly be used at a later date and therefore could be good to have. If for some reason an item of personal data becomes superfluous, it may no longer be preserved. To ensure that personal data is not stored for longer than is necessary, the person processing the personal data should introduce time limits and procedures for erasure or de-identification.

The Swedish Data Protection Authority has also written about the value of a thinning out policy on its website:

"It is appropriate to take a position in conjunction with the start of the processing of personal data on how long the data should normally be preserved and when it should be removed (i.e. de-identified or destroyed). To facilitate this work, a 'thinning out policy' may be drawn up specifying what data will be processed, the purposes for which it is processed and when it should be removed. Such a policy may also include a description of what procedures there should be to de-identify or securely destroy the data."

The purpose of Euro Accident's thinning out policy is to ensure that no personal data is saved for longer than is necessary for the purposes for which the personal data is processed.

4 Customers

At Euro Accident, personal data is processed about policyholders, insured, co-insured, co-insured children and also beneficiaries ('customers'). The Swedish Data Protection Authority has submitted a report '*Intern åtkomst till känsliga personuppgifter hos försäkringsbolag*' [Internal access to sensitive personal data at insurance companies] in which it is indicated that insurance companies, as an alternative to deleting personal data about customers during thinning out, can separate the data: there are two different ways of thinning out personal data. The data can either be de-identified or destroyed. De-identifying personal data means that all means of identification are removed so that it is no longer possible to link it to a natural person. Destroying personal data means that the company shall ensure that it is not possible for personal data to be recreated. Insurance companies are of the opinion that there are grounds, for various reasons, to preserve personal data, including sensitive data, relating to insurance that was not granted and insurance that has been terminated. Personal data relating to insurance that was not granted and insurance that has been terminated shall be separated from the personal data required to process insurance that has been granted or is still ongoing. *Separation means that the personal data is stored in such a way that it is no longer made available for the day-to-day processing and is, in the sense of the Personal Data Act, a security measure.* The separated personal data shall also be controlled through logging. Euro Accident shall have a processing history (log) that is saved for a certain period to be able to control which persons have had access to the personal data. This log shall be followed up and protected against unpermitted alterations. The log shall be detailed enough to be used to investigate whether personal data has been used in an incorrect or unauthorised way. Insurance companies are thus obliged to have procedures to separate or thin out personal data relating to insurance that was not granted and insurance that has been terminated and also controls through logging. These procedures should, for example, include time limits for when the data shall be separated or thinned out.

The time limits for the erasure of the personal data of Euro Accident's customers are primarily governed by the principle concerning periods of limitation for the customers' right to insurance protection in Section 16:5 of the Insurance Contracts Act (FaL), time limits for instituting proceedings in the Personal Insurance Board following rejection of an application for individual insurance, Euro Accident's internal rules and regulations concerning the right to consider rejections of applications for group insurance and also the Swedish Patient Data Act's requirement to preserve medical records for at least ten years, which is stipulated by Section 3:17, first paragraph of the Swedish Patient Data Act (PDL).

As regards insurance that was not granted, the time limit according to the Swedish Data Protection Authority should be relatively short. According to Section 16:7 of the Insurance Contracts Act, proceedings to declare that the insured shall be entitled to take out individual insurance should be instituted within six months from the insurance company having sent the applicant notification of its decision, information about the reasons for this and information about what the applicant should do to have the decision considered. If proceedings are not instituted within this period, the right to bring proceedings is lost. From and including 1 January 2018, the applicant is also entitled to have the matter

¹ Article 5.1 e) of the General Data Protection Regulation and Recital 39

considered by Personal Insurance Board. According to Section 5 of the Personal Insurance Board's Regulations, "an application for consideration by the Board shall be made no later than one year from when the complaint was submitted to the insurance provider. An application may also be considered after one year if there are exceptional reasons".

Data about Euro Accident's customers is only saved in Easy, in a folder hierarchy on Euro Accident's server. Personal data about customers is also saved in employees' inboxes for a transitional period before they are saved in Easy or alternatively in the folder hierarchy on the server to be subsequently deleted from the inbox.

Telephone conversations recorded with customers are saved by Euro Accident's telephony provider. The departments that record telephone conversations with customers are Euro Accident's Medical Customer Centre, Healthcare Claims, Group Claims and Occupational Pension Claims.

Euro Accident also has a 'data warehouse' at Euro Accident's parent company National General Holdings Corp in the United States, where personal data is stored for all customers. However, name, surname, personal identity (ID) number, address, telephone number or email address are not stored in the 'data warehouse', which means that the only way of identifying the data subjects is by using the policy number or alternatively claim number. If data subjects are thinned out in Easy, the policy number and claim number are erased and thus the keys for identifying the data in the data warehouse disappear, which means that the personal data in the data warehouse becomes de-identified if the person is thinned out in Easy.

5 Non-customers and other categories of data subject

Euro Accident will involuntarily process personal data in its business about individuals that, for example, takes the form of name, surname and title in the customers' medical records, names of signatories who sign cooperation agreements and also reference persons on invoices, etc. This category of data subject and this kind of personal data will be thinned out in accordance with the time limits applicable for insurance documents (including records, invoices and so on) and also for accounting documentation. This means that certain personal data will be processed in contravention of the General Data Protection Regulation. However, Euro Accident considers that this relates to data that is not sensitive and also that the thinning out of this personal data is practically impossible.

Euro Accident also processes personal data relating to individuals without customer engagement ('non-customers') that call Euro Accident's Medical Customer Centre or alternatively email employees at Euro Accident. The personal data of non-customers shall be thinned out within a month of a completed telephone call which is recorded and saved by Euro Accident's telephony provider.

Euro Accident also receives, in exceptional cases, email messages from individuals who are not customers of the company. Personal data that is not sensitive is processed on the basis of a balance of interests and may be processed during the course of the matter. Email messages that do not include sensitive personal data shall be erased one (1) month after closure of the matter.

However, Euro Accident has no legal support for being allowed to process sensitive personal data that is sent to the company from individuals who do not have any customer engagement with Euro Accident. As regards sensitive data in email messages from non-customers, Euro Accident needs consent to be allowed to process the personal data.

As it is impossible in practice for Euro Accident to get consent from these individuals, Euro Accident will deal with the thinning out issue in a corresponding way as the Swedish Data Protection Authority has recommended for social media, i.e. by providing guidelines (in conjunction with the contact details) for what personal data access is not wanted, and to then monitor and moderate all email accounts. The sensitive data will thus be processed without legal support and this data will be thinned out as soon as possible. Employees at Euro Accident shall therefore respond to senders and inform them that they are not a customer of Euro Accident and that, on these grounds, the company may not process sensitive personal data about the sender and also that the data and email message will be erased as soon as possible.

6 Individuals who want a quotation for insurance solutions

Euro Accident has no distribution of its own for insurance, but all insurance is taken out via insurance intermediaries and partners, i.e. other insurance companies. The processing of personal data is initiated by the customer companies by them assigning the insurance intermediary to ask for quotations. Euro Accident has no legal obligation of its own in connection with the processing of personal data in this situation, and no purpose of its own. Euro Accident does not use personal data in any way that falls outside the purpose of providing a correct quotation. Nor does Euro Accident

determine how the personal data is to be collected, and the company itself does not collect further personal data that the company considers necessary for providing a quotation.

It is ultimately the customer companies that, by assigning the insurance intermediary to find insurance that meets the requirements of customer companies, determine the purposes of the processing. The processing performed by Euro Accident is a step in fulfilling the purpose laid down by the customer companies, and there is nothing to suggest that Euro Accident has such control or authority over the personal data for which the company may nonetheless be regarded as responsible. It is instead the insurance intermediary that on its own or together with the customer company is the controller for the processing performed by Euro Accident in conjunction with the drawing up of quotations. Euro Accident shall therefore process this personal data in accordance with the controller's instructions and also a processor agreement drawn up between the parties. According to this agreement, quotations provided and the personal data processed as a result of the provision of quotations shall be erased no later than six months after a quotation has been provided. However, thinning out only occurs subject to the precondition that the quotation does not result in an insurance contract.

If a quotation provided results in an insurance contract being concluded between Euro Accident and the customer, Euro Accident will process the customer's personal data in its capacity as controller. The personal data will then be thinned out in accordance with the description in Clause 4 above.

7 Backups

Storage is a form of personal data processing. Personal data that is stored in Euro Accident's backups is encompassed, like other processing, by the principle of storage limitation, whereby personal data in Euro Accident's backups must also be erased after a certain period. As it is impossible in practice to thin out backups, primarily not by 25 May 2018, Euro Accident has chosen to – as an interim measure – find mitigating solutions that, so to speak, are the next best solution. Euro Accident restricts the physical access to and authorisation to obtain data from all backups to prevent dissemination of personal data that should have been erased. Only the IT Manager and the IT Security Officer shall have access to the backups. All backups shall be kept separate from EA's server halls and also be locked in fire-resistant safes.

8 Documentation of thinning out

Thinning out shall always be documented in writing and also be dated and saved as well as sent to Euro Accident's Data Protection Officer (dataskyddsbud@euroaccident.com). The documentation shall include a description of the categories of personal data thinned out, the date of the thinning out and also the name and contact details of the person responsible for the thinning out.

The final summary of the thinning out documentation shall be made by the Data Protection Officer.

9 Thinning out

Euro Accident has formulated internal guidelines for thinning out to make it as easy and practical as possible to comply with the General Data Protection Regulation's requirements for storage limitation and thinning out. Personal data may not be saved locally on an employee's computer but as a main rule shall be saved onto the company's insurance system.

The following table indicates how long various kinds of personal data may be saved before they are separated and/or thinned out. Separating an item of personal data means at Euro Accident that only the system owner for the respective IT system, Data Protection Officer, Chief Legal Advisor and Head of Claims and Head of Risk Assessment respectively can access the personal data at the request of an employee where there is a particular reason to produce the data. Personal data is saved on Euro Accident's servers, in Euro Accident's insurance system and also in the company's physical archives.

9.1 Customers

The following specified time limits apply subject to the precondition that there is no ongoing claim matter, or a claim that was closed less than eleven years ago.

Department or type of insurance	Category of data subject	Type of personal data	To be separated from daily access no later than	To be thinned out no later than, possibly after separation	Notes
Euro Accident's range of group insurance applicable at any given time.	Individuals applying for group insurance.	Group insurance not granted. E.g. name, surname, personal identity (ID) number, employer, salary details, health declaration, email address, address.	N/A	7 months following rejection.	Euro Accident's internal rules and regulations permit consideration of rejection six months after Euro Accident's information.
Euro Accident's range of individual insurance applicable at any given time.	Individuals applying for individual insurance.	Individual insurance not granted. E.g. name, surname, personal identity (ID) number, employer, salary details, health declaration, email address, address.	N/A	24 months following rejection.	Right to have the matter considered by the Personal Insurance Board within 12 months from the information. An application may also be considered by the Personal Insurance Board after one year if there are exceptional reasons. Therefore extended time limit for thinning out to 24 months.
	Customers of Euro Accident.	Recorded telephone conversations with customers.	6 months from recorded conversation.	10 years after recorded conversation.	Preservation of medical records for at least ten years in accordance with Section 3:17 of the Swedish Patient Data Act and a 10-year period of limitation in Section 16:5 of the Insurance Contracts Act.
	Individuals who are not customers of Euro Accident.	Recorded telephone conversation with individuals who are not customers of Euro Accident.	N/A	1 month after recorded conversation.	Euro Accident has no right to process this personal data. Thinning shall take place as soon as possible though no later than after one (1) month.
Records drawn up in conjunction with the provision of medical advice.	Customers of Euro Accident.	Patient records	2 years	10 years after the last data was entered into the document.	Preservation of medical records for at least ten years in accordance with Section 3:17 of the Swedish Patient Data Act and a 10-year period of limitation in Section 16:5 of the Insurance Contracts Act.

PrivatAccess	Customers of Euro Accident.	Insurance-related information relating to terminated PrivatAccess insurance.	Separation carried out three years after insurance terminated subject to the precondition that the insured is not a joint or co-insured or child for any insurance that has its last date of validity less than three years ago and <ul style="list-style-type: none"> • who does not have an active claim (ongoing/open) and • is not an injured party for a claim with the status 'Closed' where the date of closure is less than three years ago. 	11 years from terminated insurance.	10-year period of limitation in Section 16:5 of the Insurance Contracts Act.
Life insurance, survivor's pension, Occupational Group Life Insurance.	Customers of Euro Accident.	Insurance-related information relating to terminated insurance.	Separation carried out three years after insurance terminated subject to the precondition that the insured is not a joint or co-insured or child for any insurance that has its last date of validity less than three years ago and <ul style="list-style-type: none"> • who does not have an active claim (ongoing/open) and • is not an injured party for a claim with the status 'Closed' where the date of closure is less than three years ago. 	31 years after insurance terminated.	10-year period of limitation in Section 16:5 of the Insurance Contracts Act and also, in certain cases, time limit extended to 30 years in accordance with Section 10:7 of the Insurance Contracts Act.

Plansjuk & Premium Waiver Insurance & Business Interruption (sickness) & Sickness and Unemployment Insurance	Customers of Euro Accident.	Insurance-related information relating to terminated insurance.	Separation carried out three years after insurance terminated subject to the precondition that the insured is not a joint or co-insured or child for any insurance that has its last date of validity less than three years ago and <ul style="list-style-type: none"> • who does not have an active claim (ongoing/open) and • is not an injured party for a claim with the status 'Closed' where the date of closure is less than three years ago. 	15 years after insurance terminated.	10-year period of limitation in Section 16:5 of the Insurance Contracts Act and also makes generous allowance to cover the risk of receiving a retroactive sick leave certificate.
Sickness and accidental death and dismemberment insurance	Customers of Euro Accident.	Insurance-related information relating to terminated insurance.	Separation carried out three years after insurance terminated subject to the precondition that the insured is not a joint or co-insured or child for any insurance that has its last date of validity less than three years ago and <ul style="list-style-type: none"> • who does not have an active claim (ongoing/open) and • is not an injured party for a claim with the status 'Closed' where the date of closure is less than three years ago. 	60 years after insurance terminated.	10-year period of limitation in Section 16:5 of the Insurance Contracts Act. Euro Accident also makes generous allowance for the divisibility of claims. Each component of the compensation has its own period of limitation. The period of limitation for compensation for costs starts when the cost arises. A scar assessment can be done at the earliest one year after the time of the injury. The period of limitation starts when a scar assessment can be conducted. Medical invalidity can be assessed when the status of the claim is stationary. The period of limitation for medical invalidity starts when the person suffering the loss knows that the status is stationary and also the status is linked

					to the claim or sickness. This means that there may be a long period between the date of the claim, the day when the condition is stationary and also knowledge that the condition is stationary, which means that Euro Accident cannot possibly thin out personal data ten years from the date of the claim. In order to be able to protect the rights of customers to report claims and also protect the company's right to exercise, establish and defend legal claims, the personal data needs to be saved for a period of more than 10 years, in this case at least 60 years after insurance terminated. However, separation may be made after the insurance contract has been terminated.
Total permanent disability	Customers of Euro Accident.	Insurance-related information relating to terminated insurance.	Separation carried out three years after insurance terminated subject to the precondition that the insured is not a joint or co-insured or child for any insurance that has its last date of validity less than three years ago and <ul style="list-style-type: none"> • who does not have an active claim (ongoing/open) and • is not an injured party for a claim with the status 'Closed' where the date of closure is less than three years ago. 	11 years from terminated insurance.	10-year period of limitation in Section 16:5 of the Insurance Contracts Act.

<p>Mobile application and Externwebb</p>	<p>Customers of Euro Accident and Visitors to the company's website.</p>	<p>Information about how a Customer interacts with Euro Accident – how you use Euro Accident's services, including response time for pages, download errors, how a customer reached, navigates within and left the service</p> <p>Unit information - e.g. IP address, language settings, web browser settings, time zone, operating system, platform, settings for unit and screen resolution.</p> <p>Location information - information about a customer's exact location using methods that include GPS, wireless networks, mobile towers, Wi-Fi access points and other sensors, e.g. gyroscopes, accelerometers and compasses.</p> <p>Log information – detailed information about how a customer has used our services. Unit information, for example, type of unit and language, time of access, pages viewed, IP address, identification of unit, address, cookies linked to cookies or other technology that can uniquely identify a Customer's unit or web browser.</p>	<p>N/A</p>	<p>38 months after last visit</p>	<p>Information at user and event level that is linked to, for example, cookies or user identifier and that is obtained in conjunction with a visit to Euro Accident's website or when using the company's mobile application and that is used to analyse, evaluate, develop and improve our services and systems for you as a customer, to be thinned out 38 months after last visit.</p>
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9.2 Non-customers and other categories of data subject

Category of data subject	Type of personal data	To be separated from daily access no later than	To be thinned out no later than, possibly after separation	Notes
Individuals applying for insurance with Euro Accident.	Data in a quotation that was not accepted.	N/A	6 months after quotation provided subject to the precondition that the quotation does not result in an application for insurance and/or an insurance contract within this period.	The quotation is valid for 3 months. Then 3 months' administration period.
Non-customers who email Euro Accident (personal data that is not sensitive).	Email message including name, surname, email address and also other information that is not sensitive.	N/A	1 month after matter closed.	Message shall be deleted from inbox and also from recycle bin in Outlook.
Non-customers who email Euro Accident (sensitive personal data).	Email message including name, surname, email address and also sensitive personal data about, for example, health data such as an injury or sickness, or alternatively duties and union membership.	N/A	As soon as possible after email received.	Person handling the matter shall get back to the individual and inform them that the individual is not a customer of Euro Accident and also that the company therefore is not entitled to process the personal data. Reference shall be made to an insurance intermediary. The individual shall also be informed that the email and sensitive personal data will be erased immediately.
Individuals without customer relationship who call Euro Accident.	Recorded telephone conversation with individuals who are not customers of Euro Accident and also possible data registered in the company's system during the conversation.	N/A	1 month after conversation completed.	Euro Accident has no right to process this personal data. Thinning out shall take place as soon as possible though no later than one (1) month after the conversation was completed.