



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

Commission Decision C(2004)5721

SET II

Standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers)

Data transfer agreement

between

DAC Beachcroft Dublin(name)

Three Haddington Buildings, Percy Place, Dublin 4, D04 T253, Ireland (address and country of establishment)

hereinafter “data exporter”

and

the client or client’s insured (as appropriate) as identified in: (i) the letter of engagement enclosing DAC Beachcroft’s Standard Terms of Business; (ii) the letter of DAC Beachcroft’s instruction enclosing DAC Beachcroft’s Standard Basis of Relationship; or (iii) the agreement between DAC Beachcroft and the client for legal services (each the “Agreement”)

(at the address and country of establishment as identified in the Agreement)

hereinafter “data importer”

each a “party”; together “the parties”.

Definitions

For the purposes of the clauses:

- a) “personal data”, “special categories of data/sensitive data”, “process/processing”, “controller”, “processor”, “data subject” and “supervisory authority/authority” shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby “the authority” shall mean the competent data protection authority in the territory in which the data exporter is established);
- b) “the data exporter” shall mean the controller who transfers the personal data;

- c) “the data importer” shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country’s system ensuring adequate protection;
- d) “clauses” shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in Annex B, which forms an integral part of the clauses.

I. Obligations of the data exporter

The data exporter warrants and undertakes that:

- a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time.
- e) It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause III, unless the clauses contain confidential information, in which case it may remove such information. Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

II. Obligations of the data importer

The data importer warrants and undertakes that:

- a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision does not apply to persons authorised or required by law or regulation to have access to the personal data.
- c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under

these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.

- d) It will process the personal data for purposes described in Annex B, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause I(e).
- f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause III (which may include insurance coverage).
- g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- h) It will process the personal data, at its option, in accordance with:
 - i. the data protection laws of the country in which the data exporter is established, or
 - ii. the relevant provisions¹ of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data², or
 - iii. the data processing principles set forth in Annex A.Data importer to indicate which option it selects: iii
Initials of data importer: Client or Client insured (as appropriate);
- i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - i. the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - ii. the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - iii. data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or

¹ "Relevant provisions" means those provisions of any authorisation or decision except for the enforcement provisions of any authorisation or decision (which shall be governed by these clauses).

² However, the provisions of Annex A.5 concerning rights of access, rectification, deletion and objection must be applied when this option is chosen and take precedence over any comparable provisions of the Commission Decision selected.

- iv. with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

III. Liability and third party rights

- a) Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.
- b) The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses I(b), I(d), I(e), II(a), II(c), II(d), II(e), II(h), II(i), III(a), V, VI(d) and VII against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

IV. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause II(h), which shall apply only if so selected by the data importer under that clause.

V. Resolution of disputes with data subjects or the authority

- a) In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- b) The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- c) Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

VI. Termination

- a) In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- b) In the event that:
 - i. the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to paragraph (a);

- ii. compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
- iii. the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
- iv. a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
- v. a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs

then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by (i), (ii), or (iv) above the data importer may also terminate these clauses.

- c) Either party may terminate these clauses if (i) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or (ii) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.
- d) The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause VI(c)) does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

VII. Variation of these clauses

The parties may not modify these clauses except to update any information in Annex B, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

VIII. Description of the Transfer

The details of the transfer and of the personal data are specified in Annex B. The parties agree that Annex B may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause I(e). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. Annex B may, in the alternative, be drafted to cover multiple transfers.

Dated: 9.12.2020

FOR DATA IMPORTER

FOR DATA EXPORTER

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DAC Beachcroft Dublin

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ANNEX A

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in Annex B or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause II.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to “opt-out” from having his data used for such purposes.
8. Automated decisions: For purposes hereof “automated decision” shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - a) i. such decisions are made by the data importer in entering into or performing a contract with the data subject, and

- ii. the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties.

or

- b) where otherwise provided by the law of the data exporter.

ANNEX B

DESCRIPTION OF THE TRANSFER

This Annex is part of the Clauses and of the Agreement.

The Parties Process Personal Data to enable the provision of legal services including advising and acting on behalf of clients or their insureds. All of the Parties Process Personal Data in order to maintain accounts and records, for marketing purposes, to communicate with their suppliers and to support and manage their employees and consultants.

The Description of the Transfers between the Parties entities is divided in the following categories:

1. Policyholders and Insureds
2. Claimants
3. Witnesses
4. Clients, Business Contacts and Service Providers

(together referred to as the "Categories")

The Categories are individually described in this Annex. All Categories share the description of Data Exporter, Data Importer and the registration information and contact points.

Data Exporter

The Data Exporter is a law firm which is located in a Member State of the EEA, Switzerland or other country in which the applicable data protection authority has approved the use of the Clauses, and which is identified in the signature pages of the Agreement.

Data Importer

The Data Importer is a client or insured of a client of the Data Exporter which is located outside of an EEA Country and which is not considered by the European Commission to have adequate level of protection by reason of its domestic law.

Data Exporter registration information and contact points:

Entity	Authority		Contact Details
DAC Beachcroft France AARPI	The Commission nationale de l'informatique et des libertés		dataprotectionenquiryteam@dacbeachcroft.com
DAC Beachcroft SLPU	Spanish Data Protection Agency/Agencia Española de Protección de Datos		dataprotectionenquiryteam@dacbeachcroft.com
DAC Beachcroft Ireland	Data Protection Commissioner		dataprotectionenquiryteam@dacbeachcroft.com

1. Description of Transfer re: Policyholders and Insureds

Data subjects

The Personal Data transferred may concern the following categories of Data Subjects:

- policyholders and insureds;
- dependants of policyholders and insureds, and other beneficiaries; and
- representatives, personnel and guardians of the aforementioned individuals.

Categories of data

The Personal Data transferred may concern the following categories of data:

- **Personal Details and Contact Information:** Name; address; e-mail and telephone details; gender; marital status; familial status; date of birth; place of birth; and government-issued identification number, such as Social Security or national insurance number, tax identification number, military identification number, passport number or driver's or other license number; passwords; educational background; physical attributes; activity records, such as driving records; photos; employment history; and date and cause of death, injury or disability.
- **Financial Information:** Payment card number; bank account number and account details; tax returns; salary; assets and income; personal bankruptcy; credit history and credit score.
- **Insurance Contract Information:** Location and identification of property to be insured (e.g., real property address, vehicle license plate or vehicle identification number); travel arrangements and reservation numbers; age categories of individuals to be insured; policy number; coverage/peril details; cause of loss; prior accident or loss history; status as director or partner, or other ownership or management interest (for director and officer liability); and other insurance coverage.
- **Customer Service Interactions:** Responses to voluntary surveys and recordings of telephone calls with customer service and other representatives.

Special categories of data

The Personal Data transferred may concern the following special categories of data:

- Health information (e.g., current or former physical, mental or medical condition, disability information or health status, procedures performed, personal habits (smoking, consumption of alcohol), prescription information, and genetic code information);
- Trade union affiliation;
- Religious affiliates or other similar beliefs;
- Racial or ethnic origin;
- Sexual life (e.g., sexual orientation);
- Political connections or opinions;
- Criminal records; and
- Civil litigation record.

Processing operations and Purpose

The Personal Data transferred may be subject to the following basic processing activities for the purpose of assisting Data Exporter:

- **Communications and Customer Services:** Facilitating communication with policyholders and insureds, their dependants and other beneficiaries, claimants and, where applicable, their respective representatives and guardians; and providing and improving customer services.
- **Legal Services:** Managing court or other legal proceedings (including legal claims, criminal actions, inquests, tribunals, arbitrations, mediations and regulatory actions), providing legal advice; providing claims handling services; advising on and negotiating legal contracts; managing and running checks on the internal insurance fraud database (which includes information about claimants, defendants, witnesses, experts, lawyers and law firms) and sharing information with DAC Beachcroft Group's insurance clients and other appropriate organisations for the purpose of preventing, detecting or prosecuting insurance fraud; managing and running checks on the internal databases of experts and other providers of services which relate to legal proceedings; providing training and legal updates; and marketing, development and tendering in relation to DAC Beachcroft Group's products and services.
- **Compliance:** Complying with record keeping and reporting obligations, and other legal and regulatory requirements; conducting audits; compliance with government inspections and other requests and inquiries from governmental or other public authorities; responding to legal processes such as subpoenas and judicial orders; pursuing legal rights and remedies; defending litigation and managing any internal complaints or claims; and complying with internal policies and procedures.
- **Such other processing activities agreed to by Data Subjects from time to time.**

2. Description of Transfer re: Claimants

Data subjects

The Personal Data transferred may concern the following categories of Data Subjects: Claimants (including third-party claimants and individual claimants under insurance contracts with corporate or group policyholders);

- Dependants, beneficiaries or subrogees of claimants;
- Other payees; and
- Lawyers, representatives and guardians of the aforementioned individuals;

Categories of data

The Personal Data transferred may concern the following categories of data:

- **Personal Details and Contact Information:** Name; address; e-mail and telephone details; gender; marital status; familial status; date of birth; place of birth, and government-issued identification number, such as Social Security number, tax identification number, military identification number, passport number or driver's or other license number; passwords; educational background; physical attributes; activity records, such as driving records; photos; employment history; and date and cause of death, injury or disability.
- **Claim Information:** Location and identification of property affected (e.g., real property address, vehicle license plate or vehicle identification number); policy number; cause and details of loss; travel arrangements and reservation number; and other insurance coverage.
- **Financial Information:** Payment card number; bank account number and account details; tax returns; salary; assets and income; personal bankruptcy; credit history and credit score.

Special categories of data

The Personal Data transferred may concern the following special categories of data: Health information (e.g., current or former physical, mental or medical condition, disability information or health status, procedures performed, personal habits (smoking, consumption of alcohol), prescription information, and genetic code information);

- Trade union affiliation;
- Religious affiliation;
- Racial or ethnic origin;
- Sexual life (e.g., sexual orientation);
- Political connections or opinions;
- Criminal records; and
- Civil litigation record.

Processing operations and Purpose

The Personal Data transferred may be subject to the following basic processing activities for the purpose of assisting Data Exporter:

- **Communications:** Facilitating communication with claimants (including third-party claimants and individual claimants under insurance contracts with corporate or group policyholders) and their representatives, guardians, dependants, beneficiaries, subrogees, policyholders, insureds and other payees, and other parties involved in evaluating and processing, and, where applicable, disputing claims.
- **Legal Services:** Managing court or other legal proceedings (including legal claims, criminal actions, inquests, tribunals, arbitrations, mediations and regulatory actions), providing legal advice; providing claims handling services; advising on and negotiating legal contracts; managing and running checks on the insurance fraud database (which includes information about claimants, defendants, witnesses, experts, lawyers and law firms) and sharing information with DAC Beachcroft Group's insurance clients and other appropriate organisations for the purpose of preventing, detecting or prosecuting insurance fraud; managing and running checks on the internal databases of experts and other providers of services which relate to legal proceedings; providing training and legal updates; and marketing, development and tendering in relation to DAC Beachcroft Group's products and services.
- **Compliance:** Complying with record keeping and reporting obligations, and other legal and regulatory requirements; conducting audits; compliance with government inspections and other requests and inquiries from governmental or other public authorities; responding to legal processes such as subpoenas and judicial orders; pursuing legal rights and remedies; defending litigation and managing any internal complaints or claims; and complying with internal policies and procedures.
- **Such other processing activities agreed to by Data Subjects from time to time.**

3. Description of Transfer re: Witnesses

Data subjects

The Personal Data transferred may concern the following categories of Data Subjects:

- witnesses of events which are the subject of an insurance claim (e.g., neighbours, co-workers, bystanders, vehicle owners, drivers and passengers, etc.).

Categories of data

The Personal Data transferred may concern the following categories of data:

- **Personal Details and Contact Information:** Name; address; e-mail and telephone details; gender; date of birth; age; employment history; educational background; and relationship to claimant(s).

Special categories of data

The Personal Data transferred may concern the following special categories of data: Sensitive data that individuals may provide.

Processing operations and Purpose

The Personal Data transferred may be subject to the following basic processing activities for the purpose of assisting Data Exporter:

- **Communications:** Facilitating communication with witnesses, insureds, claimants and their respective representatives and guardians, and certain parties involved in evaluating and processing and, where applicable, disputing claims.
- **Legal Services:** Managing court or other legal proceedings (including legal claims, criminal actions, inquests, tribunals, arbitrations, mediations and regulatory actions), providing legal advice; providing claims handling services; advising on and negotiating legal contracts; managing and running checks on the insurance fraud database (which includes information about claimants, defendants, witnesses, experts, lawyers and law firms) and sharing information with DAC Beachcroft insurance clients and other appropriate organisations for the purpose of preventing, detecting or prosecuting insurance fraud; managing and running checks on the internal databases of experts and other providers of services which relate to legal proceedings; providing training and legal updates; and marketing, development and tendering in relation to DAC Beachcroft's products and services.
- **Compliance:** Complying with record-keeping and reporting obligations and other legal and regulatory requirements; conducting audits; compliance with government inspections and other requests and inquiries from governmental or other public authorities; responding to legal processes such as subpoenas and judicial orders; pursuing legal rights and remedies; defending litigation and managing any internal complaints or claims; and complying with internal policies and procedures.

Such other processing activities agreed to by Data Subjects from time to time.

4. Description of Transfer re: Clients, Business Contacts, Service Providers

Data subjects

The Personal Data transferred may concern the following categories of Data Subjects:

- clients;
- clients' employees;

- suppliers (including but not limited to recruitment consultants, general office services, library services and IT service providers);
- DAC Beachcroft Group's regulators, insurers, auditors, professional advisers and certifications bodies;
- business contacts, including people who attend the DAC Beachcroft Group's seminars;

Categories of data

The Personal Data transferred may concern the following categories of data:

- **Personal Details and Contact Information:** Name; address; e-mail and telephone details; gender; marital status; familial status; date of birth; place of birth; and government-issued identification number, such as Social Security or national insurance number, tax identification number, military identification number, passport number or driver's or other license number; passwords; educational background; physical attributes; activity records, such as driving records; photos; employment history.
- **Financial Information:** Payment card number; bank account number and account details; tax returns; salary; assets and income; personal bankruptcy; credit history and credit score.

Special categories of data

The Personal Data transferred may concern the following special categories of data:

- Health information (e.g., current or former physical, mental or medical condition, disability information or health status, procedures performed, personal habits (smoking, consumption of alcohol), prescription information, and genetic code information);
- Trade union affiliation;
- Religious affiliates or other similar beliefs;
- Racial or ethnic origin;
- Sexual life (e.g., sexual orientation);
- Political connections or opinions;
- Criminal records; and
- Civil litigation record.

Processing operations and Purpose

The Personal Data transferred may be subject to the following basic processing activities for the purpose of assisting Data Exporter:

- **Legal Services:** Managing court or other legal proceedings (including legal claims, criminal actions, inquests, tribunals, arbitrations, mediations and regulatory actions), providing legal advice; providing claims handling services; advising on and negotiating legal contracts; managing and running checks on the insurance fraud database (which includes information about claimants, defendants, witnesses, experts, lawyers and law firms) and sharing information with DAC Beachcroft Group's insurance clients and other appropriate organisations for the purpose of preventing, detecting or prosecuting insurance fraud; managing and running checks on the internal databases of experts and other providers of services which relate to legal proceedings; providing training and legal updates; and

marketing, development and tendering in relation to DAC Beachcroft Group's products and services.

- **Regulatory Compliance:** making disclosures to government, regulatory or other UK or International public bodies where in DAC Beachcroft Group's reasonable opinion the disclosure is appropriate and permitted by law. This includes:
 - o performing checks of DAC Beachcroft Group's clients as required to do by law or good practice. For example anti-money laundering and anti-terrorism checks;
 - o to carry out legal or commercial conflict checks between the DAC Beachcroft Group clients.
 - o disclosures required by law or court order;
 - o disclosure to DAC Beachcroft Group brokers and insurers;
 - o disclosures to the police, tax authorities, NCA (the National Crime Agency) or other English or International public or government authorities if required in relation to any criminal investigation or prosecution; and
 - o disclosures to DAC Beachcroft Group's regulators, ombudsman and other UK or international government, public or regulatory authority, including any data protection authority or regulator of legal services, where in DAC Beachcroft Group's reasonable opinion the disclosure is required or permitted by law.
- **Audit:** providing access to DAC Beachcroft Group files for audit, review or other quality assurance checks by clients, regulators, auditors, professional advisers and certification bodies.
- **Business Development:** Evaluating and fostering new opportunities for the DAC Beachcroft Group.
- **Operations:** To assist in the management and day to day operations of the DAC Beachcroft Group business.
- **Such other processing activities agreed to by Data Subjects from time to time.**