



# Personal Information Protection Policy

**Policy Owner:** Privacy Officer  
**Effective Date:** November 1, 2022  
**Frequency:** Annually

## INTRODUCTION

**Sandbox Mutual Insurance Company ("Sandbox" or the "Company") is committed to protecting the privacy of the Personal Information of its Insureds. It is important that Sandbox maintains a high degree of integrity.**

This Policy shall be deemed a set of principles respecting the manner in which Sandbox protects the Personal Information of Insureds.

This Policy addresses two broad issues:

- the way Sandbox Collects, Uses, Discloses and protects Personal Information
- the right of Insureds to have access to Personal Information about themselves and, if necessary, to have their Personal Information corrected.

The federal Personal Information Protection and Electronic Documents Act (PIPEDA) applies to the operations of insurance companies in the course of their commercial activities (for example, in the collection of Insured information). PIPEDA, which sets out the rights of the consumer and duties of the company to protect personal information, puts into law the general insurance industry privacy practices that Sandbox follows. The ten principles set out in PIPEDA form the basis of this Policy. PIPEDA may be supplemented by other applicable privacy laws in certain cases and this Policy takes those laws into consideration.

## THIS POLICY

- provides principles for the management of Personal Information
- specifies the minimum requirements for the adequate protection of Personal Information held by Sandbox
- makes the Canadian public aware of how Personal Information is protected by Sandbox
- provides a co-operative resolution process for when Sandbox and its Customers disagree about Customer Access (Principle 9)
- applies to the treatment of Personal Information related to the use of the Sandbox Website found at [www.Sandbox.ca](http://www.Sandbox.ca).

Given that Sandbox provides goods and services to, and Collects, Uses, and Discloses Personal Information from, residents of the European Union, this Policy also addresses the rights and obligations that apply to residents of the European Union to ensure that Sandbox complies with its obligations pursuant to the General Data Protection Regulation (GDPR) (European Union). Please see below for further detail.

Sandbox also has a separate Employee Privacy Policy that applies to its employees and this Policy does not apply to employees' personal information.

## PRINCIPLES IN SUMMARY

Ten interrelated principles form the basis of the Policy. Each principle must be read in conjunction with the accompanying commentary.

- 1. Accountability:** Sandbox has designated the Manager, Compliance & Risk, as the person who is accountable for ensuring Personal Information is used appropriately.
- 2. Identifying Purposes:** Sandbox will identify the purposes for collecting Personal Information at or before the time the Personal Information is collected.
- 3. Consent:** Sandbox will only Collect, Use or Disclose Personal Information with the Insured's knowledge and consent and as accorded by law, except where inappropriate.
- 4. Limiting Collection:** Sandbox will only Collect Personal Information that is necessary for the purposes identified.
- 5. Limiting Use, Disclosure and Retention:** Sandbox will not Use or Disclose Personal Information for purposes other than those for which it was Collected, except with consent or as required by law. Personal Information will be retained only as long as necessary for the fulfillment of those purposes.
- 6. Accuracy of Personal Information:** Personal Information will be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be Used.
- 7. Safeguards:** Personal Information will be protected by security safeguards appropriate to the sensitivity of the information.
- 8. Openness:** Sandbox will make readily available to Insureds specific information about its policies and practices relating to the management of Personal Information.
- 9. Individual Access:** Upon request, an Insured will be informed of the existence, Use and Disclosure of his or her Personal Information and will be given access to that Personal Information. An Insured can challenge the accuracy and completeness of the Personal Information and have it amended as appropriate.
- 10. Challenging Compliance:** An Insured can address a challenge concerning compliance with the above principles to our Manager, Compliance & Risk, who is accountable for Sandbox's compliance with these principles.

### 1. SCOPE

- 1.1** This Policy describes the minimum requirements for the protection of Personal Information. Any applicable legislation will be considered in implementing these requirements.
- 1.2** This Policy applies to Personal Information relating to "Insureds" as defined in 2.1.
- 1.3** To the extent that this Policy conflicts with applicable legislation, including related regulations, the provisions of such legislation shall prevail.
- 1.4** To the extent that this Policy omits any rights or obligations, of or for, either Sandbox or Insureds, contained within any applicable legislation, including related regulations, then such provisions are deemed to be incorporated into this Policy.

## 2. DEFINITIONS

2.1 The following definitions apply in this Policy:

**"Collection"** – means the act of gathering, acquiring or obtaining Personal Information from any source, including from third parties, by any means. Personal Information necessary to carry on the business of P&C insurance for purposes that a reasonable person would consider are appropriate in the circumstances may be collected by Sandbox, brokers or their authorized agents directly from Insureds or from third party sources. "Collect", "Collects" and "Collected" have a similar meaning.

**"Consent"** – means a voluntary agreement with what is being done or proposed. Consent can be either express or implied. Express consent is given explicitly, either orally or in writing. Express consent is unequivocal and does not require any inference on the part of Sandbox seeking Consent. Implied consent arises where Consent may reasonably be inferred from the action or inaction of the Insured. See commentary in 4.3.1.

**"Disclosure"** – means making Personal Information available to others outside of Sandbox.

**"Insured"** – means individuals about whom Sandbox Collects Personal Information in order to carry out the business of P&C insurance; and includes individuals who are insureds, former insureds, applicants, claimants, individuals involved in a claim, and individuals insured as part of a group or corporate policy but does not include commercial and corporate entities, or individuals carrying on business in sole proprietorships, in partnerships or in other associations.

**"P&C insurers"** – means insurers licensed in Canada to write any class of insurance other than life insurance.

**"Personal Information"** – means personally identifiable information about an individual that is recorded in any form. It may include name, address, telephone number, date of birth, family status, marital status, occupation, medical and health records, assets, liabilities, income, credit rating, whether or not credit was extended or refused, credit and payment records (including banking or credit card information), an individual's previous insurance experience including claims history, and an individual's driving record.

**"Real risk of significant harm"** – must be determined through an assessment of the sensitivity of the personal information involved, as well as the probability the Personal Information could be misused. Significant harm includes: bodily harm; humiliation, damage to reputation or relationships; loss of employment, business or professional opportunities; financial loss, identity theft, negative effects on the credit record; or damage to or loss of property.

**"Use"** – means the treatment and handling of Personal Information within Sandbox.

## 3. GENERAL REQUIREMENTS

3.1 The ten principles that make up this Policy are interrelated.

**3.1.1** Each principle is followed by a commentary. The commentaries are intended to help Insureds of Sandbox understand the significance and the implications of the principles. Where there is also a "NOTE" following a principle (see principles 3 and 9), it forms an integral part of the principle.

**3.1.2** Use of the singular does not exclude the plural (and vice versa) when the sense allows.

## 4. PRINCIPLES EXPLAINED

### 4.1 PRINCIPLE 1: ACCOUNTABILITY

**Sandbox is responsible for Personal Information under its control and shall designate an individual or individuals who are accountable for Sandbox's compliance with the following principles.**

- 4.1.1** Accountability for Sandbox's compliance with the principles rests with the designated individual(s) even though other individuals within Sandbox may be responsible for the day-to-day Collection and processing of Personal Information. In addition, other individuals within Sandbox may be delegated to act on behalf of the designated individual. Inquiries may be directed to the Sandbox Privacy Officer; the Manager, Compliance & Risk is currently the Privacy Officer.

Address:           Sandbox Privacy Officer - Manager, Compliance & Risk  
                          250 Willis Crescent  
                          Saskatoon, SK S7T 0V2  
Email: [privacy@sandbox.ca](mailto:privacy@sandbox.ca)

- 4.1.2** The identity of the individuals designated by Sandbox to oversee Sandbox's compliance with the principles shall be available upon request.
- 4.1.3** Sandbox is responsible for Personal Information in its possession or custody, including Personal Information that has been transferred to a third party for processing. Sandbox shall use contractual or other means to provide a comparable level of protection while the Personal Information is being processed by a third party.
- 4.1.4** Sandbox shall implement practices to give effect to the principles, including:
- a) implementing procedures to protect Personal Information;
  - b) establishing procedures to receive and respond to complaints and inquiries;
  - c) training staff and communicating to staff information about Sandbox's policies and practices; and
  - d) developing information to explain Sandbox's policies and procedures.

### 4.2 PRINCIPLE 2: IDENTIFYING PURPOSES

**The purposes for which personal information is collected shall be identified by Sandbox before or at the time the information is collected.**

- 4.2.1** Sandbox shall Collect Personal Information only for the purposes of:
- establishing and maintaining a relationship and communications with Insureds;
  - providing requested information, products, and services;
  - underwriting risks on a prudent basis (i.e., assessing application(s) for insurance, including renewals, and underwriting policies);
  - processing payment of policy premiums;

- investigating, evaluating and paying claims;
- detecting and preventing fraud;
- Disclosure to property and casualty insurance industry service providers as dictated by prudent insurance practices;
- offering and providing property and casualty insurance products and services to meet Insureds' needs;
- compiling statistics and analyzing business results and other internal business purposes;
- informing Insureds of new products or services or other developments in accordance with Canada's Anti-Spam Legislation; and
- acting as required or authorized by law.

Sandbox takes a global approach to these purposes. In other words, Sandbox is not Collecting Personal Information just for any one of the purposes, e.g., underwriting a policy. Sandbox is Collecting the Personal Information for all of the purposes, so in effect an Insured can expect that although Sandbox may initially use the Personal Information (and other related data) for underwriting a policy, it may later use it for claims purposes, and vice versa.

- 4.2.2** Sandbox understands that the Personal Information it needs to Collect to fulfill the purposes referred to in 4.2.1. requires Sandbox or its designates to Collect only that Personal Information necessary for the identified purposes.
- 4.2.3** The identified purposes are communicated to Insureds or other persons from whom the Personal Information is being collected. This can be done orally or in writing, as for example, on an application form or through pamphlets or other suitable media.
- 4.2.4** When Personal Information that has been Collected is to be Used for a purpose not previously identified, the new purpose shall be identified before Use. Unless the new purpose is required by law, the consent of the Insured is required before Personal Information can be used for that purpose.
- 4.2.5** Persons Collecting Personal Information will be able to explain to Insureds the purposes for which the Personal Information is being Collected.

### **4.3 PRINCIPLE 3: CONSENT**

**The knowledge and Consent of the Insured are required for the Collection, Use, or Disclosure of Personal Information, except where inappropriate.**

**NOTE:** In certain circumstances Personal Information can be Collected, Used or Disclosed without the knowledge and Consent of the Insured. For example, legal, medical or security reasons may make it impossible or impractical to seek Consent. When Personal Information is being Collected for the detection and prevention of fraud or for law enforcement, seeking the Consent of the Insured might defeat the purpose of Collecting the Personal Information. Seeking Consent may be impossible or inappropriate when the Insured is a minor, seriously ill, or mentally incapacitated. In addition, where there is no direct relationship with the Insured, Sandbox may not always be able to seek Consent. However, when certain types of Personal

Information are being Collected, such as medical or hospital records, employment records or income tax records, Sandbox will obtain express Consent from the Insured.

**4.3.1** The P&C insurance business has the following unique features which make express Consent impossible to obtain in some circumstances:

- As a convenience to their Insureds, Sandbox often provides insurance or amendments to existing policies over the telephone, on short notice and with little written documentation. In these circumstances, it is impossible for Sandbox to obtain express written Consent from Insureds.
- Sandbox, when it operates through independent brokers, does not have direct relationships with the Insureds and therefore is not able to obtain express oral Consent from the Insureds.
- Sandbox has a legal duty to defend its policyholders against claims made by third party claimants. In such situations, Sandbox and the third-party claimants are adverse parties. In order to fulfill its obligations to its policyholders, Sandbox must Collect, Use and Disclose Personal Information about such third-party claimants that is relevant to the claim even if the third-party claimants have not given their Consent.

Given these constraints, it is reasonable for Sandbox to infer that by dealing with it on insurance related matters (e.g., action on the part of the Insured to use, acquire or accept a product), Insureds have given implied Consent for the Collection, Use or Disclosure of Personal Information necessary for the identified purposes (see 4.2.1).

**4.3.2** The following are situations specific to the P&C insurance business where Consent is not required for the Collection, Use and Disclosure of Personal Information:

(a) Legal

- Collection of Personal Information for the detection and prevention of fraud.
- Compliance with subpoenas, search warrants, and other court or government orders.

In either of these situations obtaining Consent might defeat the purpose of Collecting the Personal Information.

(b) Duty to Defend

Sandbox will Disclose the Personal Information of Insureds to lawyers retained by Sandbox pursuant to the contractual obligation in the insurance policy to defend legal actions against its insureds.

(c) Public Duty

In exceptional circumstances, Sandbox may, under a public duty, Disclose Personal Information to appropriate authorities in matters of significant public interest.

(d) Medical and Other

Where the Insured is a minor, seriously ill, or mentally incapacitated, seeking Consent may be impossible or inappropriate.

- 4.3.3** Consent is required for the Collection of Personal Information and the subsequent Use or Disclosure of this Personal Information. In certain circumstances, Consent with respect to Use or Disclosure may be sought after the Personal Information has been Collected but before Use.
- 4.3.4** The principle requires "knowledge and Consent." This suggests that Sandbox shall make a reasonable effort to ensure that the Insured is advised of the purposes for which the Personal Information will be Used. The purposes shall be stated in a manner that can be reasonably understood by the Insured.
- 4.3.5** Sandbox will not, as a condition of the supply of a product or service, require an Insured to Consent to the Collection, Use or Disclosure of Personal Information beyond that required to fulfill the specified, explicit and legitimate purposes. Sandbox shall explain to the Insured the Personal Information requirements that are related to the product or service. In so doing, Sandbox has provided a specified, explicit and legitimate purpose. Sandbox can then refuse to deal with an Insured who will not Consent to the Collection, Use and Disclosure of the Personal Information for the specified, explicit and legitimate purpose. For example, Sandbox provides insurance at specified rates and on certain terms and conditions based on, among other things, analysis of an individual's Personal Information, including date of birth, address and claims history. If this Personal Information is not obtained, Sandbox cannot determine the basis for insurance coverage and, therefore, cannot provide insurance to the Insured. Consent shall not be obtained through deception.
- 4.3.6** There are certain types of Personal Information where the express written Consent of the Insured will generally be obtained for the Collection, Use or Disclosure of Personal Information. For example, medical or hospital records, employment records or income tax returns.
- 4.3.7** An Insured should reasonably expect that Sandbox will Use Personal Information in making its decisions on the Insured's insurability and in adjusting the Insured's claim. On the other hand, an Insured would not reasonably expect Sandbox to Disclose accident information to car sales companies to solicit individuals for the purchase of a new car if the Insured's car had incurred extensive damage in an accident.
- 4.3.8** Consent can be given by an authorized representative (such as, a person having a power of attorney, or legal guardian). Consent can also be given by an individual on behalf of another individual. For example, where an individual applies for automobile insurance for himself and family members, the applicant is giving Consent for the Collection, Use and Disclosure of Personal Information both for himself and his family members even though the family members are not present during the application process. A similar situation arises where an employer, on behalf of its employees, applies for or renews a group or fleet insurance policy which provides insurance benefits to the employees even though the employees are not present during the application or renewal process.
- 4.3.9** Where Sandbox seeks express Consent, it can be given in many ways. For example:
  - 4.6** An application form may be used to seek Consent, Collect Personal Information and inform the Insured of the Use, and potentially, the Disclosure that will be



made of the information. By completing and signing the form, the Insured is giving Consent to the Collection and the specified Uses.

**4.7** A check-off box may be used to allow Insureds to request that their names and addresses not be given to other organizations for marketing purposes. Insureds who do not check the box are assumed to Consent to the Disclosure of this Personal Information to third parties.

**4.8** Consent may be given orally when Personal Information is Collected over the telephone.

**4.9** Consent may be given by agreement.

**4.3.10** Consent is valid for the length of time needed to achieve the identified purposes. The Insured may withdraw Consent on reasonable written notice to the address outlined below, subject to legal or contractual restrictions and the requirement that Sandbox maintain the integrity of the statistics and data necessary to carry on their business. Sandbox shall inform the Insured of the implications of such withdrawal.

#### **4.4 PRINCIPLE 4: LIMITING COLLECTION**

**The Collection of Personal Information shall be limited to that which is necessary for the purposes identified by Sandbox. Personal Information shall be Collected by fair and lawful means.**

**4.4.1** **Sandbox** shall not Collect Personal Information indiscriminately. Both the amount and the type of Personal Information Collected shall be limited to that which is necessary to fulfill the purposes identified. Sandbox obtains Personal Information primarily from insurance customers, but also from others including other P&C Insurers, brokers, and underwriting or claims information networks. Sandbox shall specify the type of Personal Information Collected as part of their Personal Information handling practices in accordance with Principle 8 Openness.

**4.4.2** The requirement that Personal Information be Collected by fair and lawful means indicates that Sandbox will not Collect Personal Information by misleading or deceiving individuals about the purpose for which Personal Information is being Collected.

#### **4.5 PRINCIPLE 5: LIMITING USE, DISCLOSURE AND RETENTION**

**Personal Information shall not be Used or Disclosed for purposes other than those for which the Personal Information was Collected, except with the Consent of the Insured or as required by law. Personal Information shall be retained only as long as necessary for the fulfillment of those purposes.**

**4.5.1** There are situations specific to the P&C insurance business where Sandbox will Disclose Personal Information as dictated by prudent insurance practices. For example:

- a) Risk-Sharing: As part of the underwriting and claims handling process, Sandbox Discloses Personal Information to other insurance companies including reinsurance companies which share in the risk. This would include situations where the Insured has made a fraudulent application for or renewal of a policy of insurance.
- b) Information Services: Sandbox Discloses Personal Information for underwriting, claims, classification and rating purposes.
- c) Insurance Services: Sandbox Discloses Personal Information to businesses that provide goods and services to insurance companies and/or their customers and other stakeholders, such as data processors, loss control managers, claims adjusters and repair shops.
- d) Insurance Intermediaries: Sandbox may Disclose Personal Information to its insurance intermediaries, such as brokers.

Only the Personal Information necessary for these services will be Disclosed by Sandbox to these service providers.

- 4.5.2** If Sandbox Uses Personal Information for a new purpose it will document this purpose.
- 4.5.3** Sandbox shall maintain and implement procedures with respect to the retention of Personal Information. Personal Information that has been Used to make a decision about an Insured shall be retained long enough to allow the Insured access to the Personal Information after the decision has been made. Sandbox may be subject to legislative requirements with respect to retention periods.
- 4.5.4** Sandbox stores and processes Personal Information on its internal servers and/or with its services providers. Sandbox's service providers may store and/or process Personal Information outside of Canada. When Personal Information is stored or processed outside of Canada, it may be subject to the laws of and be accessible by legal authorities in such other jurisdictions. Sandbox has taken appropriate technical, organizational, and legal steps to secure this Personal Information. The Sandbox Website Terms and Conditions govern Insureds and other users' access to, and use of, the Sandbox Website (available at: [www.sandbox.ca](http://www.sandbox.ca)) and the Sandbox Website uses cookies and Google Analytics and may use identifiers for mobile devices or similar technology to collect data in order to help Sandbox better personalize the content on the Sandbox Website as well as for administrative and other purposes deemed necessary to maintain, service and improve Sandbox's products and services. For more information on how Google Analytics collects and processes data, click here ([www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/)). The Sandbox Website does not Collect any Personal Information from your personal computer(s) and/or mobile device(s) and will not Disclose any of your Personal Information
- 4.5.5** Personal Information that is no longer required to fulfill the identified purposes shall be securely destroyed, erased or made anonymous. Sandbox will maintain and implement procedures to govern the destruction of Personal Information.

#### **4.6 PRINCIPLE 6: ACCURACY**

**Personal Information shall be as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be Used.**

- 4.6.1** The extent to which Personal Information shall be accurate, complete and up-to-date will depend upon the Use of the information, taking into account the interests of the Insured. Personal Information shall be sufficiently accurate, complete and up-to-date, to minimize the possibility that inappropriate Personal Information may be used to make a decision about the Insured.
- 4.6.2** Sandbox shall not routinely up-date Personal Information unless this is necessary to fulfill the purposes for which it was Collected.
- 4.6.3** Personal Information that is Used on an on-going basis, including Personal Information that is Disclosed to third parties, shall generally be accurate and up-to-date, unless limits to the requirement for accuracy are clearly set out.

#### **4.7 PRINCIPLE 7: SAFEGUARDS**

**Personal Information shall be protected by security safeguards appropriate to the sensitivity of the Personal Information.**

- 4.7.1** The security safeguards must protect Personal Information against loss or theft, as well as unauthorized access, Disclosure, copying, Use, or modification. Sandbox protects Personal Information, regardless of the format in which it is held, by reasonable safeguards.
- 4.7.2** The nature of the safeguards will vary depending on the sensitivity of the Personal Information that has been Collected, the amount, distribution and format of the Personal Information and the method of storage. More sensitive Personal Information is safeguarded by a higher level of protection.
- 4.7.3** The methods of protection should include:
  - a) physical measures, such as restricted access to the office building;
  - b) organizational measures, such as development of policies and procedures, security clearances and limiting access on a "need to know" basis; and
  - c) technological measures, such as the use of passwords and encryption.
- 4.7.4** Sandbox shall make its employees aware of the importance of maintaining the confidentiality of Personal Information.
- 4.7.5** Care shall be used in the disposal or destruction of Personal Information to prevent unauthorized parties from gaining access to the Personal Information.
- 4.7.6** The protection of Personal Information is of paramount concern to Sandbox, and Sandbox is prepared to take appropriate and timely steps in the event of any incidents involving Personal Information in accordance with applicable privacy laws including but not limited to meeting breach reporting requirements of the Office of

the Privacy Commissioner (OPC):

- a) report to the OPC any breaches of security safeguards that pose a Real risk of significant harm; and
- b) notify affected individuals and relevant third parties of any breaches with a Real risk of significant harm; and
- c) keep records of all breaches, regardless of whether a breach presents a Real risk of significant harm.

#### **4.8 PRINCIPLE 8: OPENNESS**

**Sandbox shall make readily available to Insureds specific information about its policies and practices relating to the management of Personal Information.**

**4.8.1** Sandbox shall be open about its policies and practices with respect to the management of Personal Information. An Insured shall be able to acquire information about Sandbox's policies and practices without unreasonable effort. This information shall be made available in a form that is generally understandable.

**4.8.2** The information made available shall include:

- a) the title, address and telephone number of the person who is accountable for Sandbox's policies and practices and to whom complaints or inquiries can be forwarded;
- b) the means of gaining access to Personal Information held by Sandbox;
- c) a description of the type of Personal Information held by Sandbox, including a general account of its Use;
- d) a copy of any brochures or other information explaining Sandbox's policies, standards or procedures; and
- e) what Personal Information is Disclosed to related organizations, such as subsidiaries.

**4.8.3** Sandbox may make information on its policies and practices available in a variety of ways. The method chosen will depend on the nature of its business and other considerations. For example, Sandbox may choose to make brochures available in its place of business, mail information to its Insureds, or provide on-line access.

#### **4.9 PRINCIPLE 9: INSURED ACCESS**

**Upon request, an Insured shall be informed of the existence, Use, and Disclosure of his or her Personal Information and shall be given access to that Personal Information. An Insured shall be able to challenge the accuracy and completeness of the Personal Information and have it amended as appropriate.**

**NOTE:** In certain situations, Sandbox may not be able to provide access to all the Personal Information it holds about an Insured. Exceptions to the access requirement shall be limited and

specific. The reasons for denying access shall be provided to the Insured upon request. Exceptions may include prohibitive cost, Personal Information that contains references to other individuals, Personal Information that cannot be disclosed for legal, security or commercial proprietary reasons, and information, including Personal Information, that is subject to solicitor-client or litigation privilege.

- 4.9.1** Upon request, Sandbox shall inform an Insured whether or not Sandbox holds Personal Information about the Insured. Sandbox shall allow the Insured access to this Personal Information. However, Sandbox may choose to make sensitive medical information available through a medical practitioner. In addition, Sandbox shall provide an account of the Use that has been made or is being made of this Personal Information and an account of the third parties to which it has been Disclosed. If such a request is denied by Sandbox, the Insured shall have the right to be given reasons for the denial and information on how to challenge such denial including:
- a) an invitation to the Insured to send a letter to Sandbox's President and CEO requesting reconsideration of such denial;
  - b) a commitment by Sandbox to open promptly a dialogue with the Insured; and
  - c) a commitment by Sandbox to participate in a co-operative resolution process should the parties be unable to resolve the dispute.
- 4.9.2** An Insured may be required to provide sufficient information to permit Sandbox to provide an account of the existence, Use, and Disclosure of Personal Information. The information provided shall only be used for this purpose.
- 4.9.3** In providing an account of third parties to which it has Disclosed Personal Information about an Insured, Sandbox shall attempt to be as specific as possible. When it is not possible to provide a list of the organizations to which it has actually Disclosed Personal Information about an Insured, Sandbox shall provide a list of organizations to which it may have Disclosed Personal Information about the Insured.
- 4.9.4** Sandbox shall respond to an Insured's reasonable request within a reasonable time and at minimal or no cost to the Insured. The requested Personal Information shall be provided or made available in a form that is generally understandable. For example, if Sandbox uses abbreviations or codes to record Personal Information, an explanation shall be provided.
- 4.9.5** When an Insured successfully demonstrates the inaccuracy or incompleteness of Personal Information, Sandbox shall amend the Personal Information as required. Depending upon the nature of the Personal Information challenged, amendment could involve the correction, deletion or addition of Personal Information. Where appropriate, the amended Personal Information shall be Disclosed to third parties having access to the Personal Information in question.
- 4.9.6** When a challenge is not resolved to the satisfaction of the Insured, the substance of the unresolved challenge shall be recorded by Sandbox. When appropriate, the existence of the unresolved challenge shall be transmitted to third parties having access to the Personal Information in question.

#### **4.10 PRINCIPLE 10: CHALLENGING COMPLIANCE**

**An Insured shall be able to challenge compliance with the above principles with the person who is accountable within Sandbox.**

**4.10.1** The individual accountable for Sandbox's compliance is discussed in 4.1.1.

**4.10.2** Sandbox shall put procedures in place to receive and respond to complaints or inquiries about its policies and practices relating to the handling of Personal Information. The complaint processes are easily accessible and simple to use. In brief, those with complaints are:

- a) Directed to their brokers.
- b) If their concern is unresolved, they are to contact Sandbox's Customer Experience Team at [hello@sandbox.ca](mailto:hello@sandbox.ca) or 306.653.4232 .

If the Customer Experience Team is unable to resolve the concern, the Ombudsman's Office can be engaged by outlining the complaint via email or traditional mail: [ombudsman@sandbox.ca](mailto:ombudsman@sandbox.ca)

Sandbox Mutual Insurance  
250 Willis Crescent  
Saskatoon, SK S7T 0V2

- c) Finally, they can contact external resources specified in 4.10.5 for assistance.

**4.10.3** Sandbox shall inform Insureds who make inquiries or lodge complaints of the existence of relevant complaint mechanisms. A range of these mechanisms may exist. For example, some regulatory bodies accept complaints about the Personal Information handling practices of the companies they regulate.

**4.10.4** Sandbox shall investigate all complaints, unless on the face thereof they are frivolous or vexatious. If a complaint is found to be justified through either the internal or external complaint review process, Sandbox shall take appropriate measures, including amending its policies and practices if necessary.

**4.10.5** Although Insureds are encouraged to work with Sandbox to resolve their concerns, Insureds who are dissatisfied with the manner in which their complaints have been handled may contact:

Privacy Commissioner of Canada

30 Victoria Street  
Gatineau, Québec K1A 1H3  
Toll Free: 1.800.282.1376

For complaints unrelated to privacy, insureds may contact:

Mutual Insurance Companies OmbudService (MICO)  
1000 McGarry Terrace, Unit / Unité M010,  
Ottawa, ON K2J 7A8  
Toll free: 1.866.231.2602

Insureds in Alberta also have the option of contacting:

[General Insurance OmbudService \(GIO\)](#)

4711 Yonge Street, 10th Floor

Toronto, ON M2N 6K8

Toll Free: 1.877.225.0446

## **5. GDPR INFORMATION FOR RESIDENTS OF THE EUROPEAN UNION**

**5.1** The GDPR sets out obligations and rights with respect to the personal data of residents of the European Union. Sandbox is committed to ensuring that it complies with the requirements of the GDPR. As such, this section outlines additional information relevant to residents of the European Union only. Please see the remainder of Sandbox's Personal Information Protection Policy for more information on Sandbox's privacy practices.

**5.2** In order to comply with the requirements of the GDPR, this Policy outlines the legal basis on which Sandbox processes personal data (also referred to as Personal Information herein) and provides other information required by the GDPR. Sandbox processes personal data when Sandbox has a lawful basis to do so in accordance with the GDPR. Generally, this means that Sandbox processes personal data only where Sandbox has Consent, where necessary to provide Insureds with information, products, or services, or where necessary to comply with Sandbox's legal obligations. Sandbox may also process personal data where otherwise allowed by the GDPR for the purposes outlined in this Policy (for example, to communicate with Insureds and to respond to Insured requests).

**5.3** Rights relating to Personal Data. Subject to some exceptions, the GDPR provides Insureds resident in the European Union with the following rights:

**5.1.1** Right of access: Such Insureds have the right to information about whether and why Sandbox processes their personal data and related information (for example, what personal data Sandbox is processing).

**5.1.2** Right of rectification: Such Insureds have the right to correct any inaccurate or incomplete personal data that Sandbox holds about them.

**5.1.3** Right to erasure: Such Insureds have the right to ask Sandbox to delete personal data that Sandbox holds about them.

**5.1.4** Right to restrict or object to processing: Such Insureds have the right to ask Sandbox to limit or stop Sandbox's processing of their personal data in certain cases (for example, if the personal data Sandbox is processing about them is inaccurate or is for direct marketing purposes).

**5.1.5** Right to data portability: Such Insureds have the right to ask Sandbox for a copy of personal data Sandbox holds about them and to transfer such data to another entity.

**5.1.6** Right to complain: Sandbox encourages Insureds to contact us at the contact information above (4.1.1) if you have any questions or concerns with Sandbox's personal data practices. However, such Insureds also have the right to complain to

regulatory authorities in the relevant jurisdiction. Please contact Sandbox at the contact information above if you need information about the appropriate authority.

- 5.4** Insureds may exercise these rights or find out more about these rights by contacting Sandbox at the contact information listed above.
- 5.5** Retention and Storage of Personal Data. Sandbox is based in Canada and processes personal data in Canada. The European Commission recognizes Canada as providing an adequate level of protection for personal data. Sandbox's service providers may process personal information outside of Canada (such as in the United States of America). When information is processed outside of the European Union, it may be subject to the laws of and be accessible by legal authorities in such other jurisdictions. Sandbox has taken appropriate technical, organizational, and legal steps to secure this information.

The foregoing policy is effective as of **November 1, 2022**. Sandbox reserves the right to change this Policy at any time in accordance with applicable laws – please contact us for updates to this Policy.