

# Procedure for processing client data at the companies of SEB Eesti

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## Definitions

**Client** is a person who has expressed their wish to use the services of a company of SEB Eesti (e.g. submitted an application for entering into an Agreement) or who uses or has used a service provided by a company of SEB Eesti or is in other ways connected to the services provided by the company of SEB Eesti (e.g. insured person in an insurance agreement).

**Client Data** are all data that a company of SEB Eesti has about the Client.

**A legal person belonging to the SEB group** is Skandinaviska Enskilda Banken AB (publ) and all its subsidiaries.

**A company of SEB Eesti** is a legal person belonging to the SEB group that is registered in Estonia. The companies of SEB Eesti are: AS SEB Pank, AS SEB Liising, AS SEB Elu- ja Pensionikindlustus, AS SEB Varahaldus, MTÜ SEB Heategevusfond. The contact details of the companies of SEB Eesti are available at the website of the companies of SEB Eesti at [seb.ee](http://seb.ee).

**An authorised processor** is a person who processes client data at the request of a company of SEB Eesti.

## General provisions

1. A company of SEB Eesti processes client data in accordance with this procedure for processing Client Data (hereinafter procedure). The procedure applies to the processing of the Client Data of all Clients of the companies of SEB Eesti, including the client relationships established before this procedure entered into force.
2. Additional or more detailed requirements for processing Client Data may be agreed upon in an agreement concluded with a Client.
3. In the issues not regulated in the procedure, a company of SEB Eesti is guided by relevant Estonian and EU legislation, primarily by the Personal Data Protection Act, the General Data Protection Regulation of the European Union, the Credit Institutions Act, the Securities Market Act, the Money Laundering and Terrorist Financing Prevention Act, the Insurance Activities Act, and the guidelines of supervisory authorities.
4. A company of SEB Eesti ensures the confidentiality of Client Data by implementing the necessary organisational, physical, and information technology security measures. The companies of SEB Eesti require the same of their cooperation partners to whom Client Data is forwarded in accordance with the procedure.
5. Unless the law provides otherwise, the companies of SEB Eesti can unilaterally amend the procedure for processing Client Data at any time, provided that they inform the Client of changes on the SEB website at [seb.ee](http://seb.ee) at least one month in advance. The Client shall not be informed of changes taking place in the list of companies of SEB Eesti.
6. The contact details of the Data Protection Officer of the companies of SEB Eesti are available on the website of SEB Eesti at [seb.ee](http://seb.ee).

## Composition of Client Data and purposes of processing

7. A company of SEB Eesti processes the client data primarily for the following purposes:
  - 7.1. personal data (name, personal ID code, date of birth, citizenship, data of the identity document, etc.) for the identification of the person;
  - 7.2. contact data (phone number, address, e-mail address, etc.) for communication of information and financial service offers to the Client;
  - 7.3. data on the Client's tax residency (country of residence, tax identification number, etc.), for the purposes of exchanging and automatic forwarding of tax-related information in accordance with the requirements established in law;
  - 7.4. data on the Client's education, insurance experience, and investment knowledge and experience for assessing the suitability of the agreement and its underlying assets as well as the proficiency of the Client;
  - 7.5. the Client's financial data (income, assets, liabilities, investment goals, risk tolerance, previous payment behaviour, debts, transactions on the client's account, information regarding the performance of Agreements concluded with the Client, information regarding dependants, etc.) for identification of the client's solvency, investigation of their consumption habits, assessing the relevance and suitability of the products, services, and securities offered to the Client, and for the provision of suitable financial services;
  - 7.6. data on the activity and origin of funds of the Client (data on the employer, transaction parties and business activity, etc.) for the prevention of terrorist financing and money laundering and for ascertaining the lawfulness and correspondence of the Client's activity to the requirements of a company of SEB Eesti;
  - 7.7. data related to the securities owned by the Client (their amount and currency, the volumes and values of transactions, other information the central register of securities may request pursuant to legislation) to ensure information exchange with the central register of securities.
8. The main purpose of processing each data category has been given in the previous clause. Additionally, a company of SEB Eesti processes Client Data to:
  - 8.1. assess after reviewing the Client's application whether provision of the service and conclusion of the agreement are possible;
  - 8.2. administer and perform the concluded agreement. For this, the company of SEB Eesti may verify the transactions and operations carried out on the basis of the agreement, update the data gathered from the Client, prepare lists of the Client Data, analysed on different grounds (e.g. the list of debtors), collect the debt, verify the accounting for taxation purposes of transactions in securities, etc.;
  - 8.3. assess the quality of services, provided to the Client, including listen to voice recordings and conduct client surveys;
  - 8.4. analyse and forecast Client's consumption habits, to offer more suitable service and make special offers to them;
  - 8.5. organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
  - 8.6. offer services and products of the SEB group, organise marketing campaigns, including lotteries and draws, and offer the services of another partner;
  - 8.7. manage and mitigate risks and prepare reports;
  - 8.8. fulfil prudential norms, including capital and liquidity requirements;
  - 8.9. fulfil the obligations established with law (including implement measures for the prevention of terrorist financing and money laundering, respond to inquiries of state authorities and submit tax returns);
  - 8.10. protect its rights, including forwarding data to legal advisors and dispute settlement authorities (arbitral tribunal for resolution of insurance disputes, conciliation body, court, etc.).
  - 8.11. If this derives from the nature of the service, a company of SEB Eesti also processes:
    - 8.11.1. sensitive personal data of the Client regarding their health status, disability, or heredity for assessing insurance risks, concluding and performing an insurance agreement, and for loss adjustment. To fulfil these goals, a company of SEB Eesti has the right to:
      - a) make enquiries to the medical staff and institutions that have examined or treated the patient to obtain any health data (e.g. health files, results of examinations, diagnoses, assigned treatment, etc.);
      - b) forward sensitive personal data of the Client to a reinsurance undertaking.
    - 8.11.2. data of third parties, if this is necessary to make a decision on concluding an agreement with a Client and performing the agreement (e.g. beneficiary in an insurance agreement; guarantor in a credit agreement). In this case, a company of SEB Eesti only processes data in the extent that is necessary to achieve the abovementioned goals.

9. For the purposes listed in clauses 7 and 8, a company of SEB Eesti processes the data which is publicly available on the Client (e.g. data received from different search engines as well as from the databases of the state and the local government) and received from third parties, if these have been presented to a company of SEB Eesti considering the requirements of law.
10. After termination of the agreement, a company of SEB Eesti shall continue processing of the Client Data for meeting an obligation stipulated in the legislation or for preserving the data for the purpose of settling a dispute arising from an agreement concluded with the Client. A company of SEB Eesti shall preserve Client Data in general for up to ten years after the termination of the client relationship, i.e. when all agreements concluded with the Client have ended, unless legislation provides a direct obligation to preserve Client Data for another term.

## Processing of Client Data pursuant to law

11. A company of SEB Eesti processes the Client Data specified in clauses 7 and 8.11 for the purpose of fulfilling the tasks and exercising the rights stipulated in the Credit Institutions Act, the Money Laundering and Terrorist Financing Prevention Act, the Securities Market Act, the Insurance Activities Act, the Personal Data Protection Act, the Accounting Act, and other legislation regulating the activity of the Bank.
12. A company of SEB Eesti forwards without the consent of the Client the Client Data to persons to whom they may or are required to disclose the information by law, above all
  - 12.1. to a court, pre-trial investigation authority, prosecutor's office, tax administrator, bailiff and other persons specified in the Credit Institutions Act to perform duties established to these by law;
  - 12.2. Tax and Customs Board (Client's name, address, account number, account balance, tax residency, tax identification number, etc.) to exchange and automatically forward tax-related information;
  - 12.3. to a legal person belonging to the SEB group and to other credit institutions (data on the Client's creditworthiness and payment history) for calculating the credit risk capital requirements and implementing the principles for responsible lending;
  - 12.4. to AS Creditinfo Eesti or to any other payment default registry, if the Client has an outstanding monetary obligation, with the aim to provide information regarding the payment history of the Client to the users of the registry (e.g. to banks and other creditors). The Clients can familiarise themselves with the Client Data processed in the payment default registry of AS Creditinfo Eesti and the terms and conditions of disclosing and processing, the grounds and extent of forwarding the data, on the website at creditinfo.ee;
  - 12.5. to legal persons belonging to the SEB group with the purpose to prevent terrorist financing and money laundering and to ascertain the origin of funds used in the Transaction;
  - 12.6. to its parent company for preparing a consolidated statement.

## Processing of Client Data to conclude, perform, or secure the performance of the Agreement

13. A company of SEB processes the Client Data to conclude, perform, or secure the performance of the Agreement, including forward the Client Data (except sensitive personal data) to the following persons and the Client shall not consider this kind of forwarding a violation of the obligation to maintain confidentiality (including the banking secrecy):
  - 13.1. to a person and organisation who is involved in the performance of the Agreement (such as a payment intermediary, issuer of e-invoices, international card organisation, administrator of ATMs, insurance provider, broker, or agent, notary, guarantor, reinsurance undertaking, pledgee, operator of the trading venue of securities, operator of a settlement system, translation, printing, communication, and postal service provider, central register of securities and an operator who provides services related to storing, settling, and activities of securities to a company of SEB Eesti, provider of payment initiation services, and account information service provider, etc.).
  - 13.2. to payment service providers involved in the fulfilment of a transaction (payments, securities transactions, etc.), including to SWIFT (Society for Worldwide Interbank Financial Telecommunication, swift.com), whereas
    - 13.2.1. a payment service provider, involved in the fulfilment of transactions may be located also in a country with inadequate data protection level (i.e. a country, which has not joined the EEA Agreement and which the European Commission has not included in the list of countries with adequate level of data protection); accordingly, a company of SEB Eesti cannot ensure that the Client Data is processed pursuant to the same requirements as in an EU member state or in another country with adequate level of data protection;

- 13.2.2. a payment service provider related to a transaction or SWIFT may be obliged to disclose the data of the transaction and the related Client Data to the authorised state authority of the respective country of location, in cases as prescribed in the legislation of the country of location, above all for the purposes of enabling administration of taxes and preventing terrorist financing and money laundering;
- 13.3. registrar of a state database (such as the commercial register, population register) or to the registrar of securities, if it is necessary to verify the accuracy of credit data and documents presented to a company of SEB Eesti and ensure their timeliness or perform actions related to securities;
- 13.4. to the person providing services to a company of SEB Eesti (such as an auditor, providers of IT, archiving, and legal assistance services, customer survey provider, etc.);
- 13.5. to a legal person belonging to the SEB group in order to
  - 13.5.1. assess the proficiency of the client by using the collected personal data and financial information;
  - 13.5.2. fulfil the requirements necessary for managing and mitigating risks;
  - 13.5.3. organise statistical researches and analyses on the market shares and other financial indicators of client groups, product and service;
  - 13.5.4. fulfil the applicable prudential norms, including capital and liquidity requirements;
  - 13.5.5. conclude and perform agreements and mediate information to the Client on which are their valid agreements concluded with the persons belonging to the SEB group;
  - 13.5.6. develop and implement the information systems of the SEB group;
- 13.6. to Estonian or foreign credit and financing institutions in response to their inquiries, the purpose of which is to collect information on the Client, in order to assess the Client's reliability and prevent terrorist financing and money laundering;
- 13.7. to persons in public law, the money obtained from whom will be borrowed by a company of SEB Eesti in order to perform the agreements concluded with this person;
- 13.8. to creditors, providers of collection services, and other third parties with whom a company of SEB Eesti holds negotiations to transfer an agreement or assign the claims arising from the agreement;
- 13.9. to the central register of securities – data related to securities owned by the Client (their amount and currency, the volumes and values of transactions, other information the central register of securities may request pursuant to legislation) to ensure information exchange with the central register of securities.
- 13.10. to a legal person whose management board or supervisory board member or an authorised representative is the Client (who is a natural person) or to a legal person, in which the Client (who is a natural person) has at least a 25% holding. A company of SEB Eesti may forward to such legal persons only this information about a Client (who is a natural person), which enables to justify to the aforementioned legal person why a company of SEB Eesti refuses to enter into an agreement with them or cancels the agreement;
- 13.11. to the supervisory board member of a legal person or a shareholder with at least a 25% holding and to a legal person, in which the Client (who is a legal person) itself has at least a 25% holding. A company of SEB Eesti may forward to such persons only this information about a Client (who is a legal person), which enables to justify to the aforementioned person why a company of SEB Eesti refuses to enter into an agreement with them or cancels the agreement.

## Other cases of processing Client Data

14. A company of SEB Eesti processes the Client Data upon the Client's consent in order to
  - 14.1. conduct marketing campaigns, lotteries and draws, research consumer habits and satisfaction, and offer and advertise to the Client all services of the legal persons belonging to the SEB group; for that purpose, a company of SEB Eesti may make inquiries from registers and data registries and forward the Client Data to the persons belonging to the SEB group. Offers may also be based on the decisions made by the information systems of the SEB group without the interference of natural person (automated processing). The Client may request the reviewing of the decision if they do not agree with the offer or the data it is based on;
  - 14.2. offer and advertise the products or services of another contractual partner.
  - 14.3. The Client may withdraw the consent stated in clause 14, as well as to refuse the advertisements and offers at any time by informing the respective company of SEB Eesti thereof. Information about waiving the advertisements and offers is also included with every electronically sent offer or advertisement.

## Client's rights upon data processing

15. The Client may request a company of SEB Eesti for information concerning them and demand rectification of their data if these have changed or are inaccurate for any other reason. The Client is required to submit this request (in a format which can be reproduced in writing, if necessary) to the company of SEB Eesti whose Client they are.
16. A company of SEB Eesti shall reply to the submitted claim within the deadlines provided by legislation, but no later than within one month from the day of receiving the claim. If circumstances need to be clarified and checked before replying, a company of SEB Eesti may extend the deadline of replying.
17. The Client may demand from a company of SEB Eesti the termination of processing their data, except if the right and obligation to process the data is foreseen by law or if this is necessary to perform or secure the performance of the Agreement concluded with the Client.
18. Any disputes related to processing Client Data will primarily be solved through negotiations. If an agreement is not reached, the Client may submit an inquiry to the Estonian Data Protection Inspectorate or file a complaint with a competent court.