

General Privacy Statement

Legal and Privacy

This page contains the Terms and Conditions of website use and the Privacy Notice for McLarens, its subsidiaries like Vanderwal&Joosten, and its affiliates (“McLarens”). This policy though should be read in conjunction with relevant local Privacy Statement or Policy and where there is a conflict the local statement or policy prevails.

Terms and Conditions

This section sets forth the terms and conditions under which McLarens provides the information on this website (“Site”) as well as the terms and conditions governing your use of this Site and the information you provide to us. By using this Site, you have agreed to these terms and conditions as stated below (“Agreement”), as well as all applicable laws that may govern internet usage.

We reserve the right to modify these terms and conditions at any time. You should check these terms and conditions periodically for changes. By using this Site after we post any changes to these terms and conditions, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms and conditions of use, please do not use this Site. Your further use of these pages constitutes consent to and acceptance of the following terms and conditions:

Restrictions on Use of Material The contents (“Contents”) of this Site are protected by copyright under Dutch law and foreign laws. Unauthorized use of the Contents may violate copyright, trademark and other laws. You must retain all copyright and other proprietary notices contained in the Contents on any copy you make of any portion of the Contents. You may not sell or modify any portion of the Contents or reproduce, display, distribute or otherwise use the Contents for any public or commercial purpose. You may cite or refer to information on this Site and make copies of the information for your own personal use but that is all. You must have our written permission to distribute copies of the information to others. To request such permission, send a message via e-mail to: compliance@mclarens.com

Accuracy of Information on the Site Although McLarens seeks to provide accurate and updated information on this Site, we cannot assure that such is the case. We make no representations about the accuracy, reliability, completeness, or timeliness of the Contents of the Site and provide no warranties, express or implied, for the content or accuracy of information of the site. It is your responsibility to evaluate the accuracy, completeness or usefulness of the Contents contained herein. Should you have any questions about the Contents of the Site, send a message via e-mail to the email address in the preceding paragraph.

No Professional Advice The information provided on the Site is distributed with the understanding that McLarens is not rendering professional advice of any sort. Nothing in this Site implies or creates a relationship of any sort for contractual, liability, or any other purpose. Should you seek to enter into a contractual relationship with McLarens, it must be done so affirmatively and with the written consent of all parties. The Contents of this Site cannot replace or substitute for the services of trained professionals in any field. If you have a question or issue requiring professional consultation relating to law, insurance, tax or financial planning or any other area you should consult a professional in the respective area. Any reliance on the information contained herein is solely at your risk.

Functioning of the Site No representation or warranty is given that any functions contained in the Site will be uninterrupted, error-free, virus-free, free from harmful components, or that any defects will be corrected.

Links This Site may contain links to websites owned, operated or maintained by parties other than McLaren's. Such links are provided for your reference only. McLaren's does not control outside websites and is not responsible for their content. McLaren's inclusion of links to an outside website does not imply any endorsement of the material on the site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor. If you have any questions about these other websites they should be directed to the authors of such sites.

If you would like to provide a hypertext link from your website to our Site, you must request our permission before doing so. To request such permission please send an e-mail note or letter to the address stated in the section entitled "Restrictions on Use of Material". Please include in your note your name address and telephone number, a description of your website and the reasons why you would like to establish a link to this Site. We will review your website before granting any permission to you. Should we grant permission to you, we reserve the right to withdraw our authorization to link to our Site at any time.

Indemnity You agree to defend, indemnify and hold harmless McLaren's its representatives, officers, directors, and employees, agents and assigns from any and all liabilities, claims, costs, and expenses, including attorneys' fees, that arise from your use of the Site, your posting, downloading or transmission of communications or material on this Site, or from your violation of any applicable law.

Limitation of Liability Under no circumstances will McLaren's or any of its agents, employees, directors, officers, subsidiaries or affiliated companies be liable for any damages whatsoever to you including, but not limited to, any direct, actual, special or consequential damages, that result from (1) your use of, or your inability to use, this site or any linked site, or (2) from the contents contained within this site or from an linked site, or (3) any viruses, bad code or other harmful effects that could result to users from this site or any linked site or (4) disclosure of your personal identifiable information that may occur over the internet from your use of this site or any linked site or (5) from any other cause as a result of your use of this site or any linked site, even if McLaren's is advised of the possibility of such damages.

Pages with Restricted Access Some of the pages within this website are restricted to authorized users only. Unauthorized use or access to these pages is strictly prohibited and may subject you to administrative actions and/or criminal prosecution and revocation of access. McLaren's may monitor and record your usage of these pages. Evidence of your use collected during monitoring or recording may be used for administrative and/or criminal actions. Your further use of these pages constitutes consent to monitoring and recording.

Software Licenses You acknowledge that any software available or provided to you on this website may contain technology that is subject to strict controls by various agencies of the United States Government. You hereby agree that you will not transfer or export such software from the United States except in accordance with United States export laws and regulations. McLaren's does not authorize the downloading or exportation of any software or technical data from this website to any jurisdiction prohibited by all applicable laws and regulations.

Termination You acknowledge and agree that McLarens may terminate or deny access to all or part of the services, products or materials available on this website without prior notice if you engage in any conduct or activities that McLarens, in its sole discretion, believes violates any of these terms and conditions or any other rule, regulation or applicable law. Neither McLarens nor any of its officers, agents or employees shall be liable to you in the event of such termination.

General This Agreement constitutes the entire agreement between you and McLarens pertaining to this Site and it supersedes any and all other agreements, whether oral or in writing. The failure of McLarens to insist upon strict compliance with any of the terms of the Agreement shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision. This Agreement is personal to you and it may not be assigned by you, although McLarens may assign it to any successor in interest. If any provision of this agreement is invalid or unenforceable under law the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be construed as closely as possible to its original intent. This agreement shall be governed by the laws of the United States and the State of Delaware as if the agreement was a contract wholly entered into and to be performed within Delaware. You agree that any breach of this Agreement by you may result in irreparable harm to McLarens entitling McLarens to equitable relief. Any inquiries or concerns regarding the terms and conditions of this Agreement should be directed to Compliance@mcclarens.com

Privacy Notice

McLarens respects and values the privacy of personally identifiable information (“PII”). Accordingly, McLarens has adopted a Privacy Policy governing privacy practices in our business operations and for our websites (“Sites”). Our business operations and Sites are not directed at anyone under the age of 18. The purpose of this Privacy Notice is to disclose McLarens’ privacy practices.

If you have questions or concerns regarding the contents of this notice, please contact us at: Compliance@mcclarens.com

Information Collection

Personally Identifiable Information^[1]_{SEP} We collect PII as required to operate our business, including, but not limited to, the following:

- Information we receive related to claim handling, such as the claimant’s occupation, employer, social security and driver’s license numbers, protected health information (“PHI”, as further defined below), non-public personal financial information (“NPMFI” as further defined below), and Trade Secrets (as defined below);
- Information related to your transactions with us, our affiliates, or previous insurers or employers, such as your policy coverage, claim information, premiums, and payment and claim history;
- Information necessary to process your employment application with us;
- Information to better understand your needs as they relate to McLarens’ products and services; and
- Other PII as required by our business operations or Sites.

“PHI” is defined as personally identifiable health information that is held or transmitted by our company in performance of our contractual obligations with clients. This type of information includes information in electronic, paper, and oral form.

“NRFI” is defined as information of a financial nature that is shared by a current, prospective, or prior client with us in the course of providing products and services to that client. This type of information is not otherwise available to the public and includes, but is not limited to, the following: credit history, financial benefits, national identifiers, account numbers, business records, accounting information involving the client, contracts in which the client is a party, claims which the client is a party to, client’s policy information, and any other data of the client that is financial in nature.

“Trade Secrets” are defined to include any proprietary information of any current, prospective, or prior client that is obtained through the course of our business activities with that client or through the provision of products and services provided by us to the client. This type of information is not otherwise available to the public and includes, but is not limited to, the following: business records, contracts, claims, products, business methods, data processing procedures, marketing strategies, pending projects or proposals, mailing lists, and any other information related to a client’s activities, products, or services, which may or may not be protected or protectable under applicable patent laws.

McLarens’ policy is to collect, process, and disclose sensitive PII only if required to comply with legal or contractual obligations, or with your consent. Sensitive PII includes PHI, and information about medical matters when relevant to a claim

Cookies and Click Streams “Cookies” are small pieces of information that are stored by your browser on your computer’s hard drive for record-keeping purposes. Cookies and other user tracking devices (e.g., local shared objects) are used to determine whether a visitor is unique or whether a visitor has viewed our Website before, and for other website improvement purposes. We may use these tracking devices, including “persistent cookies” that will remain on your computer even after you close your browser, to enable you to have access to your personal content without having to login each time you visit. While most browsers are set to accept cookies and other tracking devices by default, you can set yours to refuse tracking devices or to alert you before accepting them. However, by disabling tracking devices, you may not have access to the entire set of features of our Sites. Your browser manufacturer has information on changing the default setting for your specific browser.

In addition to information that you provide us voluntarily, we may collect other non-personally identifiable information in connection with the operation of our Sites, including, but not limited to, Internet Protocol (“IP”) addresses and browser or operating system information. We may also capture click streams, which record what you click on while browsing the Internet, to help us learn what parts of our Sites are most popular and among which audiences. The typical data that we review includes, but is not limited to, audience size, return visit rate, pages visited, time spent on pages, and similar data. This information is used to help optimize our user interface, improve content, and customize our site content and layout to better serve our clients and visitors. Such information is collected or maintained by us or by service providers acting on our behalf.

If you have provided us with your email address, we may use this information to contact you, or to identify the pages you view when you visit our sites, the amount of time you spent on them, and other similar data.

Information Use and Consumer Choice In the course of conducting our business, we use information you provide to us to handle and analyze claims, to process employment inquiries, or to provide you with information about our products and services. We may share information you provide to us on an as-needed basis or as otherwise required by law. In certain situations, we will share information about you:

- With governmental authorities, but only to the extent that we are required to disclose any PII pursuant to the legal process we receive from the governmental authority;
- With law enforcement agencies;
- With our affiliated companies or a third party if reasonably necessary to enable them to assist in providing our services to clients, fulfilling the requests you make, or the business transactions you conduct, that relate to claims handling and analysis, employment inquiries, and to or otherwise solely to provide us with contracted services;
- With credit reference and fraud prevention agencies and other third parties, including insurers and loss adjusters, to prevent and detect fraud;
- To protect or defend our legal rights or property or the interests of clients or users of our Sites;
- To respond to claims that any posting or other content violates the rights of third parties;
- To protect the health and safety of our Website's users or the general public when there is an emergency.

How we use your Personal Data

We use this Personal Data to:

- Communicate with you and other interested parties to manage your claim.
- Hold your employment data while you are an employee and for a period thereafter
- Send you important information regarding your claim and other administrative information.
- Make decisions about claim assessment, processing and settlement.
- Where applicable manage claim disputes.
- Provide improved quality, training and security (for example, with respect to recorded or monitored phone calls to our contact numbers).
- Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.
- Carry out market research and analysis, including satisfaction surveys.
- Manage our business operations to comply with internal policies and procedures, including those relating to auditing finance, accounting and billing, IT systems, data and website hosting, business continuity, document and print management.
- Resolve complaints, and handle requests for data access or correction.

Sharing of Personal Data

McLarens may share your personal data with the following parties for the purposes of claim assessment or as required by law:

- Our group companies
- Other insurance and distribution parties
 - In the course of processing claims, we may make Personal Data available to third parties such as reinsurance brokers, appointed representatives, distributors, financial institutions, securities firms and other business partners

- Our service providers
 - External third-party service providers, such as medical professionals, accountants, actuaries, auditors, experts, lawyers and other outside professional advisors; travel and medical assistance providers
 - IT systems, support and hosting service providers, document and records management providers and outsourced service providers that assist us in carrying out business activities.
 - Banks and financial institutions that service our accounts, third-party claim administrators, claim investigators, construction consultants, engineers, examiners, jury consultants, translators and similar third-party vendors
 - Payroll providers if you are an employee and other employee benefit providers
- Authorities and third parties involved in court action
 - We may share Personal Data with government or other public authorities (including, but not limited to, workers' compensation boards, courts, law enforcement, tax authorities and criminal investigations agencies); and third-party civil legal process participants and their accountants, auditors, lawyers and other advisors and representatives as we believe to be necessary or appropriate:
 - to comply with applicable law and regulations, including those outside your country of residence
 - to comply with legal process
 - to respond to requests from public and government authorities including public and government authorities outside your country of residence
 - to protect our operations or those of any of our group companies
 - to protect our rights, privacy, safety or property, and/or that of our group companies, you or others
 - to allow us to pursue available remedies or limit our damages.
- Other Third Parties
 - We may share Personal Data with emergency providers (fire, police and medical emergency services); retailers; medical organisations and providers; travel carriers; credit bureaus; credit reporting agencies; and other people involved in an incident that is the subject of a claim; as well as purchasers and prospective purchasers or other parties in any actual or proposed reorganisation, merger, sale, joint venture, assignment, transfer or other transaction relating to all or any portion of our business. To check information provided, and to detect and prevent fraudulent claims, Personal Data (including details of injuries) may be put on registers of claims and shared with other insurers. We may search these registers when dealing with claims to detect, prevent and investigate fraud.

We may also outsource some tasks, including the operation of certain Website functions that require access to information you supply online. In such cases, however, we require that the companies acting on our behalf abide by our privacy practices and institute safeguards to protect the confidentiality of your information.

We may contact you in response to your comments or inquiries, as part of the maintenance of your account with us (if you have one), or in order to complete a transaction that you requested. We may also contact you to inform you of other products or services we believe may be of interest to you, but we will offer you an opportunity not to receive such communications. If you decide that you do not want to be contacted by McLaren's or to request that we limit the uses and disclosures of your PII, you can send an email to compliance@mclarens.com with such requests.

If our company or our assets are acquired by another company, or in the event of a merger, consolidation, change in control, transfer of substantial assets, reorganization, or liquidation, we may transfer, sell, or assign to third parties information concerning your relationship with us, including, without limitation, personally identifiable information that you provide and other information concerning your relationship with us. Such third parties will assume responsibility for the personal information collected by us in connection with our business operations or through our Website and such third parties will assume the rights and obligations regarding such information as described in this Privacy Notice.

Outside of the recipients and purposes noted above, we do not use, disclose, sell, or transfer any PII without consent unless required or permitted by law or regulation. Please note that if you choose not to provide such consent and it is required by law before we use, disclose, sell or transfer your PII, including sensitive PII, we may not be able to process your claim, employment inquiry, or other transaction. The recipients of our data may be located in countries throughout the world. If the recipient is not affiliated with McLaren's, except as specified above, the recipient's privacy practices will govern its use and disclosure of the transferred data.

In the context of an onward transfer McLaren's, LLC has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. The McLaren's, LLC shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless the organization proves that it is not responsible for the event giving rise to the damage.

<https://www.privacyshield.gov/article?id=7-RECOURSE-ENFORCEMENT-AND-LIABILITY>

Access and Correction As a claims management company, we know the importance of accurate data. Therefore, we strive to maintain the accuracy of the information that we collect. We will provide you with access to PII you provide to us for as long as we maintain that information in a readily accessible format. Similarly, we permit and encourage you to correct inaccuracies in the information you submit to us. Where required by law, we will also allow you to request deletion or object to processing of your data. Please note, as stated in the Terms and Conditions above, we do not make representations about the accuracy, reliability, completeness, or timeliness of the contents of our Sites and provide no warranties, express or implied, for the content or accuracy of information on our Sites.

If you wish to access PII that you have submitted to us, to request the correction of any inaccurate information you have submitted to us, to request deletion of, to object to processing of your data, or to request a paper copy of this Privacy Notice, please send an e-mail that includes your contact information to: compliance@mclarens.com

Security We recognize the importance of security for your PII and employ reasonable administrative, technical, and organizational safeguards to protect it against loss, misuse, unauthorized disclosure, or unauthorized alteration. Please note, however, that we cannot guarantee that unauthorized third parties will never be able to defeat our protection methods or use your information for improper purposes, or that errors in transmission will not occur, and as such we disclaim and limit any liability for such improper use, disclosure, loss, or misuse in the Terms and Conditions section above.

We limit access to PII to those employees and contractors working on our behalf who need access in order to carry out their job responsibilities. We maintain physical, electronic, and procedural safeguards that comply with all applicable laws that protect your PII. The computers and servers in which we store PII are kept in a secure environment.

Links to Other Sites As noted in the Terms and Conditions above, our Sites may provide links to other websites not owned or controlled by us that we think might be useful or of interest to you. We are not, however, responsible for the privacy practices used by other website owners or the content or accuracy contained on those other websites. You may contact those websites directly for their individual privacy policies.

Privacy Notice Changes We reserve the right to revise this Privacy Notice from time to time to reflect changes in our privacy practices. We encourage you to review our Sites, and this Privacy Notice in particular, on a periodic basis for any updates or changes to our privacy practices. Your continued access or use of any one of our Sites shall be deemed to be your acceptance of all privacy practices described in this Privacy Notice, including any changes, whether or not you have reviewed them. Please note that this policy is not intended to and does not create any contractual or other legal rights in or on behalf of either McLarens or you or any other party.

McLarens complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. McLarens has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/>

In compliance with the Privacy Shield Principles, McLarens commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact McLarens at: ***compliance@maclarens.com***

McLarens has further committed to cooperate with EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints. If you do not receive timely acknowledgment of your complaint from us, or if we have not addressed your complaint to your satisfaction, please contact the EU DPAs for more information or to file a complaint. The services of EU DPAs are provided at no cost to you.

The Federal Trade Commission has jurisdiction over McLarens compliance with the Privacy Shield. Please be aware that in certain circumstances individuals can invoke binding arbitration for complaints not resolved by other Privacy Shield mechanisms. The following link provides further information: <https://www.privacyshield.gov/article?id=ANNEX-I-introduction>