# Atlas**Simplybuildings** Policy



**d**AldWI Ing

## Contents of your Policy Booklet

Your Simplybuildings policy	2
About <b>your</b> policy Definitions Layout – How to read <b>your</b> policy	3 3 5
Claim Conditions and how <b>we</b> settle claims	5
Other Conditions	7
Insurance Provided and What is the most <b>we</b> will pay?	9
Other Exclusions	12
Data Protection Statement	15
Protection and Compensation Fund	15
If <b>you</b> are not satisfied with <b>Atlas</b> Insurance	15

### **Contents of your Policy Booklet**

Welcome to **your** Simplybuildings Policy.

This policy is a contract between **you** and **Atlas**, the basis of which is the proposal **you** have signed and the premium payable.

Your policy consists of:

- the policy wording in this booklet;
- the schedule;
- any endorsement added throughout the currency of the policy;

We will, in the event of injury, loss or damage happening during the **period of insurance**, provide insurance as described in the following pages.

Please read this policy to make sure **you** know what cover is provided. Any change in the details on proposal must be notified to **us** immediately. Failure to do so may invalidate **your** policy. A copy of the proposal form will be provided to **you**.

#### This Policy is underwritten by Atlas Insurance PCC Limited

Atlas Insurance PCC Limited (Atlas) of 47-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 is a protected cell company (registration number C5601) authorised under the Insurance Business Act, 1998 to carry on general business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

### **About your Policy**

### Definitions

If **we** explain what a word means, that word has the same meaning wherever it is used in the policy or **schedule**. These words are highlighted by the use of bold print. Other words may be explained elsewhere in the policy or **schedule**.

#### **Buildings**

means the structure of the **private residence** including building owner's immovable fixtures, fittings (including aerials and satellite dishes) and interior decorations and the following if they form part of the property: oil and gas tanks, cesspits, permanent swimming pools and related equipment, tennis hard courts, patios, paths, drives, terraces, boundary and garden walls, gates, hedges, fences and railings, car ports, garages, photovoltaic panels and **outbuildings**.

Buildings also include fitted furniture (including fitted appliances) and **your** proportionate share of the common parts of an apartment block.

Buildings does not include land or water, lawns, plants, shrubs, trees, ornamental ponds, fountains or statues in the garden or yard/s.

#### **Outbuildings**

are

- sheds;
- greenhouses;
- guests' quarters;
- other buildings;

which do not form part of the structure of the main building of **your private residence** and are used or occupied for domestic purposes.

#### **Business use**

means use of the **private residence** or any part of it in connection with any business, trade, profession, employment and/or lodging of students.

#### Endorsement

means any change to the terms of the policy.

#### **Full value**

means the estimated cost of rebuilding if the **buildings** were destroyed.

#### In the course of construction and/or alteration

means while the **buildings** of the **private residence** 

- are still being built or being completed;
- or while they are undergoing structural or major decorative works; and consequently the **private residence** does not possess the normal characteristics of a residence in so far as
- exposure to the risks of storm, flood and theft;
- possible liability arising from the ownership of the property.

#### **Incident excess**

means

- the first €250 of each and every loss while the buildings are in the course of construction and/or alteration;
- the first €250 of each and every loss while the buildings are unoccupied;
- the first €100 of each and every other loss;

unless changed by endorsement.

#### Malta

means the Republic of Malta.

#### **Period of insurance**

means the dates shown on the schedule or by endorsement.

#### **Private residence**

means the self-contained property shown in the **schedule** including its domestic garages and **outbuildings** if they form part of the property at the same address.

A garage which communicates with the main building is deemed to be at the same address even if it has a different postal address but a garage that is on a nearby site is deemed to form part of **your private residence** only if stated in the **schedule**.

Unless otherwise stated by endorsement, the private residence must be

- built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete and
- used solely by **you** for private residential purposes excluding any form of **business use**.

#### Schedule

means the most recently updated schedule and indicates:

- the sums insured;
- any special terms or endorsements that may apply to your policy;
- other relevant details.

#### Terrorism

means the use of force or violence and/or the threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

#### Unoccupied

means when the **private residence** has not been normally lived in by **you** or by anyone else with **your** permission for more than 30 consecutive days.

#### Us/we/our/Atlas/the company

refers to Atlas Insurance PCC Limited.

#### You/your

means the person/s named as the policyholder in the **schedule** and each member of the policyholder's family (including a domestic partner and foster children) normally residing in the **private residence**.

### Layout - How to read your policy

**Your** policy is designed to help **you** understand the extent of cover provided. **You** will find the following headings helpful:

What is covered	What is not covered (specific exclusions)
This is printed on a white background and gives detailed information on the insurance provided.	

There are also a set of other exclusions on page 13.

To help **you** further **we** have included some explanatory notes in **your** policy. These are printed on a background of this colour.

### **Claims Conditions**

In the unfortunate event of a claim under this Policy, **we** assure **you** that **we** will be there to help. **You** must, however, comply with the following conditions to have the full protection of your policy. If you do not comply with them, we may refuse to deal with **your** claim. We may also, at **our** option, cancel **your** policy.

#### The first thing you must do if any injury, loss or damage happens:

- if theft or malicious damage is suspected **you** must immediately inform the police and obtain a crime or lost property report/reference number;
- if property is damaged by inappropriate supply of electrical power, you must immediately inform the responsible utility, strictly comply with the utility's claims procedure and ensure that your rights against such utility are duly protected.

**We** recommend **you** check **your** policy cover to ensure that the loss or damage is covered. This booklet shows details of what is covered and how claims are settled.

#### You should always immediately:

- tell us;
- you may phone us on 23 43 53 81;
- take all reasonable steps to recover missing property and to prevent further loss or damage;

By calling the above number **we** will take details of the loss and where necessary arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of **our** own claims staff or an independent assessor.

#### What you must do after making your claim:

- send to us immediately any writ or summons or any other court document and, as soon as possible, any letter, claim or other document without you acknowledging receipt of such documents;
- send written details of your claim to us as soon as possible but not later than 60 days;

- supply at **your** own expense all reports, certificates, plans, specifications, evidence (including receipts), information and assistance that **we** may require.

#### What you must not do:

- you must not admit or deny any claim made by someone else against you or make any agreement with them;
- you may not abandon any property to us.

#### **Our rights:**

We are entitled to:

- take over and conduct in your name, or in the name of any other person insured by this policy, the defence or settlement of any legal action;
- take proceedings at **our** own expense and for **our** own benefit, but in **your** name, or in the
  name of any other person insured by this policy, to recover any amount **we** have paid or may
  pay under the policy to anyone;
- receive all necessary information and assistance from you and any other person insured by this policy;
- enter any building where loss or damage has occurred and deal with any salvage in a reasonable manner;
- pay **you** all amounts under this policy and **your** receipt shall discharge **us**.

#### Fraud

you must not act in a fraudulent manner.

If you or anyone acting on your behalf

- make a claim under this policy knowing the claim to be false or fraudulently inflated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of **your** claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** willful act or with **your** connivance, then:
- we will not pay the claim;
- we shall not pay any other claim which has been or will be made under the policy;
- we may at our option declare the policy void;
- we shall be entitled to recover from you the amount of any claim already paid under the policy since the last renewal date;
- we shall not make any return premium; and
- we may inform the Police of the circumstances.

### How We settle claims

We will, at **our** option, pay in cash the amount of the loss or damage or may repair, reinstate or replace the lost or damaged property.

The **buildings** sum insured or other limits will not be reduced by any claim.

#### 1. Matching sets, suites, fitted carpets and parquet

An individual item of a matching set or suite of sanitary ware, bathroom fittings or other articles is regarded as a single item.

6 | Atlas Simply buildings Policy

**We** will pay for individual lost or damaged items and for clearly definable areas of damage in sets or suites but **we** will not pay for unaffected companion pieces or undamaged parts of sets or suites even if matching replacements cannot be obtained.

Where fitted carpeting or parquet is damaged beyond repair only the damaged part will be replaced and not undamaged carpet or parquet in adjoining areas.

#### 2. Will a deduction be made for wear and tear?

Provided that

a) the **buildings** sum insured represents the **full value** of the **buildings**; and

b) the property has been maintained in good repair,

then there will be no deduction for wear and tear if repair or reinstatement is actually carried out.

If provisos a. and b. above are not complied with there will be a deduction for wear and tear.

#### 3. Other insurance policies

If any liability, loss or damage is covered by any other insurance, **we** will not pay more than **our** rateable proportion.

### **Other Conditions**

**You** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may, at **our** option, cancel the policy or refuse to deal with **your** claim.

#### 1. Keeping your sums insured at the correct level

You must at all times keep the **buildings** sum insured at a level which represents the **full value** this is not necessarily the market value

#### 2. Changes in your circumstances

**You** must notify **Atlas** as soon as possible in writing of any change which may affect this insurance and in particular any change of address. **You** must also notify **Atlas** at renewal of the policy if **you** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

#### 3. Contract clause

This contract of insurance shall, for all effects and purposes, be deemed to be a Maltese contract and shall be governed by and according to Maltese law and subject to the exclusive jurisdiction of the Maltese courts.

#### 4. Maltese jurisdiction clause

The indemnity provided shall apply only to judgments, orders or awards that are delivered by or obtained from a court or in arbitration in **Malta**. Furthermore the indemnity shall not apply to a judgment, order or award obtained in **Malta** for the enforcement of a judgement obtained elsewhere. The indemnity shall not apply to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta**.

#### 5. Change of interest

**We** shall not be bound by any passing of **your** interest other than by death or operation of the law.

#### 6. Taking care of your property

**You** must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage;

You must maintain all the property in good repair;

If **you** discover any defect in any property insured, **you** must remedy such defect as soon as possible.

#### 7. Cancellation

a) **You** may cancel this policy within 14 days of receipt of the new policy documents and this must be done in writing to **us** at the following address:

The Manager Personal Insurance Department Atlas Insurance PCC Limited 47-50 Ta' Xbiex Seafront Ta' Xbiex XBX1021

We will refund **you** the premium paid to **us** as long as the amount paid by **us** for any claim occurring during this period is refunded to **us**.

- b) Following the 14 days mentioned in (a) above,
  - (i) **you** may cancel the policy at any time by giving 7 days' notice in writing. **We** will calculate the premium for the period **you** have been insured and refund any balance;
  - (ii) we may also cancel the policy by sending 7 days' notice in writing to the last address you have given us. We will calculate the premium for the period you have been insured and refund any balance.

If a claim has been submitted during the current **period of insurance** no premium refund will be given.

#### 8. Arbitration

Where a claim has been accepted but there is disagreement over the amount to be paid, the matter will be referred to an arbitrator appointed in accordance with current statutory provisions. When this happens, an award must be made before proceedings are started against **us**.

#### 9. Bank Interest

The interest of any named financial institution/corporate body, as may be shown in the **sched-ule**, is noted in **your** policy. Any loss is payable to the financial institution/corporate body listed in the **schedule** as their interest may appear and their receipt for any money paid in this way will discharge **us** from any further obligations in respect of such loss.

#### **10. Unoccupancy Conditions**

During the **unoccupancy** period, the water supply must be turned off at the main stop cock.

All specific exclusions mentioned throughout the policy relating to **unoccupancy** are also deleted.

### **Insurance Provided**

### What is the most We will pay?

We will not pay more in total than the **buildings** sum insured shown in the **schedule** for any one claim under Causes 1-10 and Additional Benefits 12 and 13. We will pay, in addition, any amount due under Additional Benefits 11.

If the **buildings** sum insured is less than the **full value** (see Other Condition 1 - Keeping **your** sums insured at the correct level) the sum paid by **us** will be limited to the same proportion as **your buildings** sum insured bears to the **full value** of the property at the time of the incident leading to a claim.

We cannot pay any of the cost of extending or improving **your buildings** beyond their condition as new.

W	/hat is covered	What is not covered (specific exclusions)
	ss or damage to the <b>buildings</b> by the fol- wing causes:	See also General <b>Other Exclusions on</b> Page 13
-	<b>uses</b> Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.	
2.	Smoke.	
3.	Storm or flood	<ul> <li>a) Loss or damage</li> <li>to gates, hedges, fences unless the main structure of the <b>buildings</b> is damaged at the same time;</li> <li>to rubble walls (tas-sejjieh);</li> <li>by subsidence, ground heave, settlement, shrinkage or landslide;</li> <li>by rain except rain entering the <b>buildings</b> through openings made in their fabric by the direct force of a storm;</li> <li>while the <b>buildings</b> are <b>in the course of construction and/or alteration</b>;</li> <li>while your private residence is unoccupied</li> <li>b) The <b>incident excess</b></li> </ul>
4.	Riot, civil commotion, strikes, labour and political disturbances.	<ul> <li>4. a) Loss or damage while your private residence is unoccupied;</li> <li>b) The incident excess.</li> </ul>
5.	Malicious persons.	<ul> <li>5. a) Loss or damage while your private residence is unoccupied;</li> <li>b) The incident excess.</li> </ul>

<ul> <li>6. Escape of water from: <ol> <li>a fixed: water installation, drainage installation, heating installation;</li> <li>a washing machine or dishwasher.</li> </ol> </li> <li>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but we will not pay more than €1,250 in any one period of insurance.</li> </ul>	<ul> <li>6. a) Loss or damage</li> <li>to the installation or appliance including all costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation;</li> <li>while your private residence is unoccupied;</li> <li>b) The incident excess.</li> </ul>
7. Theft or attempted theft.	<ul> <li>7. Loss or damage</li> <li>while the buildings are in the course of construction and/or alteration;</li> <li>while your private residence is unoccupied;</li> <li>while you are lending, letting or subletting your private residence in whole or in part.</li> </ul>
8. Collision or impact by vehicles, aircraft or aerial devices or anything dropped from them.	8. The <b>incident excess</b> .
9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.	<ul> <li>9. a) Loss or damage to the aerial itself and its fittings and masts;</li> <li>b) The <b>incident excess</b>.</li> </ul>
10. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.	<ul> <li>10. a)</li> <li>Loss or damage to the trees, posts or poles themselves;</li> <li>Costs of removal if the fallen tree, pole or post has not caused damage to the <b>buildings</b>;</li> <li>b) The <b>incident excess</b>.</li> </ul>
Additional Benefits The following Additional Benefits are includ- ed in this policy:	
<ul> <li>11. Debris removal and building fees If there has been damage which is covered under this policy we will pay for: <ol> <li>the cost of clearing debris from the site or demolishing or shoring up the buildings;</li> </ol></li></ul>	<ol> <li>a) Costs of complying with government or local authority requirements if no- tice of these requirements has been served to <b>you</b> before the loss or dam- age;</li> </ol>

<ul> <li>ii. architects', surveyors', consulting engineers' and other fees which you have to pay to reinstate the buildings but not for preparing any claim;</li> <li>iii. the additional cost of reinstating the buildings that you have to pay to comply with building and government regulations and local authority bye-laws;</li> <li>You must obtain our consent before any work of this kind commences unless immediate action is required in the interests of safety;</li> <li>We will not pay more than 10% of the buildings in sum insured for any one claim.</li> </ul>	b) Costs which relate to undamaged parts of the <b>buildings</b> .
<ul> <li>12. Damage to services <ul> <li>Accidental damage to:</li> <li>cables;</li> <li>drain inspection covers;</li> <li>underground drains, pipes or tanks providing services to or from the buildings and for which you are legally responsible.</li> </ul> </li> <li>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but we will not pay more than €1,250 in any one period of insurance</li> </ul>	<ul> <li>12. a) Accidental damage resulting</li> <li>during repair or maintenance work to pipes and cables;</li> <li>while the buildings are in the course of construction and/or alteration;</li> <li>while your private residence is unoccupied;</li> <li>b) The incident excess.</li> </ul>
<ul> <li>13. Glass and sanitaryware Accidental breakage of: <ol> <li>fixed glass in windows, doors, fanlights, skylights;</li> <li>fixed sanitary ware and bathroom fittings.</li> </ol> </li> <li>14. Purchaser's interest clause</li> </ul>	<ul> <li>13. a) Accidental damage</li> <li>while the buildings are in the course of construction and/or alteration;</li> <li>while your private residence is unoc-cupied;</li> <li>b) The incident excess.</li> </ul>
<ul> <li>14. Purchaser's interest clause</li> <li>If you have contracted to sell the buildings at the time of a loss covered by this policy and the contract of sale is finalised prior to payment under the policy, we will pay the purchaser for such loss or damage subject to:of: <ol> <li>your rights and liabilities and those of the company not being affected;</li> <li>the amount payable being limited to</li> </ol> </li> </ul>	

<ul> <li>the extent of the purchaser's financial interest or the <b>buildings</b> sum insured whichever is the lower amount;</li> <li>iii. there not being any other insurance on the <b>buildings</b></li> <li><b>15. Building owner's liability</b> <ul> <li>Any amount that <b>you</b> become legally liable to pay as compensation (including claimant's costs and expenses) in respect of accidental</li> <li>i. death, bodily injury or illness of any person not in <b>your</b> employment;</li> <li>ii. damage to material property not belonging to <b>you</b> or in <b>your</b> custody or control or in that of <b>your</b> domestic staff;</li> <li>occurring during the <b>period of insurance</b> and arising from the ownership of the <b>private residence</b> (including its land).</li> </ul> </li> <li>We will also pay all costs and expenses agreed by us in writing.</li> <li>If <b>you</b> die, <b>your</b> legal personal representatives will have the benefit of this Additional Benefit for liability incurred by <b>you</b> for an event covered by this Additional Benefit.</li> <li>We will not pay more than €500,000 in respect of all compensation, costs and expenses es for any claim or series of claims arising from any one event or one source or original cause.</li> </ul>	<ul> <li>15. Legal liability to pay compensation or costs arising from: <ul> <li>a) your death, bodily injury or illness;</li> <li>b) any wilful or malicious act;</li> <li>c) any trade, business, profession or employment in the private residence while you are still living in it;</li> <li>d) the occupation of the private residence (including its land);</li> <li>e) the ownership, possession or use of <ul> <li>i. mechanically or electrically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars), caravans or trailers;</li> <li>ii. aircraft (including model aircraft and drones), watercraft and hovercraft;</li> <li>iii. firearms;</li> <li>iv. animals;</li> </ul> </li> <li>f) the transmission of any communicable disease or virus;</li> <li>g) any agreement or contract unless liability would have existed otherwise;</li> <li>h) the ownership of the private residence (including its land) when it is in the course of construction and/or</li> </ul></li></ul>
event covered by this Additional Benefit. We will not pay more than €500,000 in re- spect of all compensation, costs and expens- es for any claim or series of claims arising from	<ul> <li>ble disease or virus;</li> <li>g) any agreement or contract unless liability would have existed otherwise;</li> <li>h) the ownership of the private residence (including its land) when it is in the course of construction and/or alteration;</li> <li>i) you lending, letting or sub-letting your private residence in whole or in part.</li> <li>We also exclude the amount of the incident excess in respect of each and every occur-</li> </ul>
	rence.

#### **Other Exclusions**

#### 1. Sonic booms

**We** will not pay for loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### 2. Nuclear risks

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b) any legal liability;

directly or indirectly caused by or contributed to by or arising from:

- i. ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

#### 3. Hazardous Materials

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
- b) any legal liability;

directly or indirectly caused by or contributed to by or arising from the use, manufacture, storage, filling, breaking down or transport of high explosives including pyrotechnic materials in or about the private residence.

#### 4. War risks and Terrorism

**We** will not pay for any loss or destruction of or damage to property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature or any other cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b) **terrorism** or any action taken in controlling, preventing or suppressing any acts of **terrorism** or in any way relating to any act of **terrorism**.

#### 5. Date Change

**We** will not pay for loss or destruction of or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by, contributed to by, consisting of or arising from the failure or inability of any:

- a) computer or auxiliary equipment;
- b) computer system, software program or spreadsheet;
- c) data processing equipment, media or auxiliary equipment;
- d) microchip integrated circuit or similar device;
- e) telecommunications equipment or systems;
- f) any other system for processing, storing, transmitting, retaining or returning data; whether **your** property or not and occurring before, during or after the year 2000 to:
- i. correctly recognise any date as its true calendar date or its true value;
- ii. capture, save or retain and/or correctly manipulate, interpret, transmit, return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value;
- iii. capture, save, retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in (a) to

(f) above being a command or logic which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date;

but this exclusion shall not exclude subsequent loss or destruction of or damage to property insured not otherwise excluded which itself results from Causes 1-10 under insurance provided.

#### 6. Pollution and Contamination

We will not pay for:

loss, damage or liability arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident.

#### 7. Other

We will not pay for:

- a) depreciation in value of property or any consequential loss (including reduced value after the property has been repaired or replaced);
- b) destruction, damage or liability occurring before the cover under **your** policy started;
- c) loss or damage caused deliberately by you;

### **Data Protection Statement**

**Atlas** is the controller of personal data held about **you** or relating to **you** and/or to any other person/s whom **you** insure with **Atlas** (hereinafter "**others**"), under the terms of the Data Protection Act (hereinafter the "**Act**"). By completing the proposal form and purchasing and/or renewing this policy with **Atlas**, **you** and **others** accept the terms of this statement. **You** hereby warrant that **you** have presented this statement to **others** and have obtained their necessary explicit verbal consent to:

- (a) the processing of any information by Atlas and/or by any other subsidiary companies of Atlas or Atlas Holdings Limited (hereinafter the "Group") which constitutes personal data in terms of the Act, insofar as such processing relates to (but not limited to) underwriting and administration of the insurance proposal and policy, handling and settling of claims, detecting and prevention of fraud and the keeping of statistics;
- (b) the disclosure by the **Group** of personal data held by them to other insurers or to persons acting on their behalf and/or instructions, including (but not limited to) the Malta Insurance Association, insurance intermediaries, the Malta Association of Credit Management (MACM), the Malta Insurance Fraud Platform and other appointed experts, together with the Commissioner of Police and any public or private hospital or clinic, other healthcare provider of any kind or any person, body or authority authorised by law to receive personal data;
- (c) the above-mentioned third parties, and other third parties legally entitled to communicate such data, disclosing relevant personal data to the **Group** and processing such data as described in paragraph (a) above;
- (d) the Group informing you and others of its products and services by any means. You understand and have explained to others that you or others may inform Atlas in writing if you or others do not wish to receive such information;
- (e) the recording of telephone calls for training, security and quality control purposes.

You also confirm that you understand (and have explained to **others**) that you have the right to submit a written and signed request for access to or rectification of data held by the **Group** and that you and **others** are aware that the full details of **Atlas**' Data Protection Policy, updated from time to time, may be found on http://www.atlas.com.mt/Legal/Data\_Protection.aspx

### **Protection and Compensation Fund**

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to Policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website www.mfsa.com.mt

### If you are not satisfied with Atlas Insurance

It is important that **you** follow this process, step by step, to ensure that **your** concerns are dealt with as swiftly as possible.

Please remember to quote your policy and/or claim number on all correspondence.

#### How we deal with your concerns

You can communicate with us about your concerns in writing by any reasonable means and this will always be free of charge. We assure you that feedback is always welcome as it enables us to identify ways to improve our service, and rest assured that we will always treat you fairly, equally and promptly. We will keep your records in accordance with the Data Protection Act and you have the right to request information about the progress of your concerns.

#### What you should do

With the best will in the world, concerns about some aspects of **our** service may arise. In such circumstances **Atlas** staff have training and authority to settle problems and will do everything they can to help. This should be **your** first point of contact.

In the unlikely event that your complaint is unresolved, please write to:

The Customer Care Manager Atlas Insurance PCC Limited 47-50 Ta' Xbiex Seafront Ta' Xbiex XBX 1021 or email on insure@atlas.com.mt

who will investigate the matter independently. The Customer Care Manager will:

- acknowledge your concern within 3 working days
- explain how Atlas will handle your complaint and who your contact person will be
- explain what, if anything, **you** need to do
- send you a copy of the Atlas Complaints Procedure if you do not already have a copy of it
- give you a reply to your concern within 10 working days
- aim at finalising the issue within 40 working days (8 weeks). If we are still unable to conclude within this time period we will write to you explaining why.

If **your** complaint arises over a claims issue, **we** may elect to refer **your** complaint to an independent arbitrator, whose decision will be binding on both parties. Arbitration will take place in Malta.

#### If You are still not satisfied

For individuals, **you** may also refer **your** complaint to The Consumer Complaints Manager, Malta Financial Services Authority, Notabile Road, Attard BKR3000, freephone 8007 4924, tel 21441155, Email: consumerinfo@mfsa.com.mt. Website: http://mymoneybox.mfsa.com.mt



Head Office 47-50 Ta' Xbiex Seafront 23 43 53 63 insure@atlas.com.mt Ta' Xbiex Abate Rigord Street 21 322 600 Paola Regional Office 87-89 Valletta Road 21 668 669 paola@atlas.com.mt Birkirkara 1 Psaila Street 21 49 20 00 bkara@atlas.com.mt Bormla 55 Gavino Gulia Square 21 800 880 bormla@atlas.com.mt Luqa Skyparks Business Centre Malta International Airport 21 68 68 68 skyparks@atlas.com.mt Qormi Pavi Shopping Complex Manwel Dimech Street 21 444 010 qormi@atlas.com.mt Rabat Vjal il-Haddiem 21 450 555 rabat@atlas.com.mt San Gwann Naxxar Road c/w Bernardette Street 21 380 020 sangwann@atlas.com.mt St Paul's Bay 2 Toni Bajada Street 21 578 000 stpaulsbay@atlas.com.mt

Atlas Insurance PCC Limited is a cell company authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cell in excess of their assets.

Intermediary