Atlas Simplybuildings Policy
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Your Policy - The Contract of Insurance

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.
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:

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered (specific exclusions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>This is printed on a white background and gives detailed information on the insurance provided.</td>
<td>This is shown on this background and draws your attention to what is not included in the scope of your policy.</td>
</tr>
</tbody>
</table>

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.
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**

   a) 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;
   
   b) You must maintain all the property in good repair;
   
   c) 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 Clause**

   If we have accepted a claim under the policy and there is a disagreement over the amount to be paid to you, the dispute must be referred to an arbitrator to be appointed by mutual agreement between the parties in accordance with the provisions of the Arbitration Act 1996. When this happens the making of an award by the said arbitrator shall be a condition to any right of action against us.

9. **Bank Interest**

   The interest of any named financial institution/corporate body, as may be shown in the schedule, 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**

    When the private residence is unoccupied, the water supply must be turned off at the main stopcock.
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, 13 and 14. *We* will pay, in addition, any amount due under Additional Benefits 11 and 15.

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.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered (specific exclusions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss or damage to the <strong>buildings</strong> by the following causes:</td>
<td>See also General Other Exclusions on Page 13</td>
</tr>
<tr>
<td>Causes</td>
<td></td>
</tr>
<tr>
<td>1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.</td>
<td></td>
</tr>
<tr>
<td>2. Smoke.</td>
<td></td>
</tr>
</tbody>
</table>
| 3. Storm or flood | 3. a) Loss or damage  
* to gates, hedges, fences unless the main structure of the **buildings** is damaged at the same time;  
* to rubble walls (tas-sejjieh);  
* by subsidence, ground heave, settlement, shrinkage or landslide;  
* by rain except rain entering the **buildings** through openings made in their fabric by the direct force of a storm;  
* while the **buildings** are in the course of construction and/or alteration  
  b) The **incident excess**  |
| 4. Riot, civil commotion, strikes, labour and political disturbances. | 4. The **incident excess.** |
| 5. Malicious persons. | 5. The **incident excess.** |
6. Escape of water from:
   i. a fixed water installation, drainage installation, heating installation;
   ii. a washing machine or dishwasher.
   **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**.

6. a) Loss or damage 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;
   b) The **incident excess**.

7. Theft or attempted theft.

7. Loss or damage
   • while the **buildings** are in the course of construction and/or alteration;
   • while **you** are lending, letting or sub-letting **your private residence** in whole or in part.

8. Collision or impact by vehicles, aircraft or aerial devices or anything dropped from them.

8. The **incident excess**.

9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.

9. a) Loss or damage to the aerial itself and its fittings and masts;
   b) The **incident excess**.

10. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.

10. a) • Loss or damage to the trees, posts or poles themselves;
    • Costs of removal if the fallen tree, pole or post has not caused damage to the **buildings**;
   b) The **incident excess**.

**Additional Benefits**
The following Additional Benefits are included in this policy:

11. **Debris removal and building fees**
    If there has been damage which is covered under this policy **we** will pay for:
    i. the cost of clearing debris from the site or demolishing or shoring up the **buildings**;
    ii. architects’, surveyors’, consulting engineers’ and other fees which **you** have to pay to reinstate the **buildings** but not for preparing any claim;

11. a) Costs of complying with government or local authority requirements if notice of these requirements has been served to **you** before the loss or damage;
    b) Costs which relate to undamaged parts of the **buildings**.
iii. the additional cost of reinstating the **buildings** that **you** have to pay to comply with building and government regulations and local authority byelaws;

**You** must obtain **our** consent before any work of this kind commences unless immediate action is required in the interests of safety;

**We** will not pay more than 10% of the **buildings** sum insured for any one claim.

### 12. Damage to services

Accidental damage to:

i. cables;

ii. drain inspection covers;

iii. underground drains, pipes or tanks providing services to or from the **buildings** and for which **you** are legally responsible.

**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**

12. a) Accidental damage resulting
   - during repair or maintenance work to pipes and cables;
   - while the **buildings** are in the course of construction and/or alteration;

b) The **incident excess**.

### 13. Glass and sanitaryware

Accidental breakage of:

i. fixed glass in windows, doors, fanlights, skylights;

ii. fixed sanitary ware and bathroom fittings.

13. a) Accidental damage while the **buildings** are in the course of construction and/or alteration

b) The **incident excess**.

### 14. Purchaser’s interest clause

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:

i. **your** rights and liabilities and those of **the company** not being affected;

ii. the amount payable being limited to the extent of the purchaser’s financial interest or the **buildings** sum insured whichever is the lower amount;

iii. there not being any other insurance on the **buildings**

14. a) **Accidental damage** if the **buildings** are in the course of construction and/or alteration
15. **Building owner’s liability**

Any amount that you become legally liable to pay as compensation (including claimant’s costs and expenses) in respect of accidental

i. death, bodily injury or illness of any person not in your employment;

ii. damage to material property not belonging to you or in your custody or control or in that of your domestic staff;

occurring during the period of insurance and arising from the ownership of the private residence (including its land).

We will also pay all costs and expenses agreed by us in writing.

If you die, your legal personal representatives will have the benefit of this Additional Benefit for liability incurred by you for an event covered by this Additional Benefit.

We will not pay more than €500,000 in respect of all compensation, costs and expenses for any claim or series of claims arising from any one event or one source or original cause.

15. Legal liability to pay compensation or costs arising from:

a) your death, bodily injury or illness;

b) any wilful or malicious act;

c) any trade, business, profession or employment in the private residence while you are still living in it;

d) the occupation of the private residence (including its land);

e) the ownership, possession or use of

i. mechanically or electrically propelled vehicles (which includes motor cycles and children’s motor cycles and motor cars), caravans or trailers;

ii. aircraft (including model aircraft and drones), watercraft and hovercraft;

iii. firearms;

iv. animals;

f) the transmission of any communicable disease or virus;

g) any agreement or contract unless liability would have existed otherwise;

h) the ownership of the private residence (including its land) when it is in the course of construction and/or alteration;

i) you lending, letting or sub-letting your private residence in whole or in part.

We also exclude the amount of the incident excess in respect of each and every occurrence.
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;
   d) any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, probation or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.
Data and Privacy Protection

Atlas Insurance PCC Limited and/or any other subsidiaries of Atlas Holdings Limited or any of its daughter companies (hereinafter ‘Atlas’, ‘us’, ‘our’, ‘we’) are the data controllers, as defined by relevant data protection laws and regulations, of personal data held about you or relating to you and/or to any other person/s whom you insure with Atlas (hereinafter ‘others’).

In completing all the forms related to your policies or claims, you confirm your understanding and acceptance of the terms in Atlas’s Data Protection and Privacy Statement. You hereby warrant that you have informed others why we asked for this information and what we will use it for and have obtained the necessary explicit verbal consent.

Atlas collects and processes information about you and others for purposes which include preparing requested quotations, underwriting and administering the insurance proposal and policy, carrying out its contractual obligations including handling and settling of claims, and preventing or detecting crime (including fraud). Atlas may monitor calls to and from customers for training, quality and regulatory purposes.

Atlas may collect and disclose your and others’ information from/to other entities in order to conduct our business including:

• managing claims, which may require obtaining data including medical information from healthcare providers (including any public or private hospital or clinic) and/or your employers (for company schemes) and which you hereby authorise;
• administering policies with insurance brokers or other intermediaries appointed by the policyholder;
• helping us prevent or detect crime by sharing your information with regulatory and public bodies in Malta or, if applicable, overseas, including the Police, as well as with other insurance companies (directly or via shared databases such as the Malta Insurance Fraud Platform), or other agencies or appointed experts to undertake credit reference or fraud searches or investigations; and/or
• our third party suppliers or service providers to whom we outsource certain business operations.

We will retain data for the period necessary to fulfil the above-mentioned purposes unless a longer retention period is required or permitted by law.

You can withdraw your consent to Atlas processing your personal information which is processed with your consent, e.g. direct marketing, at any time. You have the right to access Your personal data and ask Atlas to update or correct the information held or delete such personal data from our records if it is no longer needed for the purposes indicated above. You may exercise these and other rights held in Atlas’s Data Protection and Privacy Statement, by contacting our Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta’ Xbiex Seafront, Ta’Xbiex XBX 1021 Malta or email dpo@atlas.com.mt Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.
If **you** and **others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **you** and **others** may lodge a complaint with **us** and/or the Office of the Information and Data Protection Commissioner by following this link [https://idpc.org.mt/en/Pages/contact/complaints.aspx](https://idpc.org.mt/en/Pages/contact/complaints.aspx)

If **you** wish to view the full **Atlas**’s Data Protection and Privacy Statement, for a better understanding of how **we** use this data please visit [https://www.atlas.com.mt/legal/data-protection/](https://www.atlas.com.mt/legal/data-protection/). Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance.

**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](http://www.mfsa.com.mt).

**What you can do if you are not satisfied with Atlas Insurance**

*With the best will in the world, concerns about some aspects of our service may arise. Please help us to resolve your concerns as quickly as possible by following this process.*

**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**

**Atlas** staff have training and authority to settle problems and will do everything they can to help. They 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  
48-50 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 final reply to **your** concern within 15 working days from the date of receipt of **your** complaint. In the unlikely event that **we** are unable to conclude within this time period, **we** will write to **you** explaining why.
If You are still not satisfied
If you are still not satisfied with our final reply or we have failed to give you a reply within 15 working days without giving you an explanation, you (individuals and micro enterprises) may refer your issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbiter.org.mt).

Issues related to online purchases
The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Please visit https://ec.europa.eu/consumers/odr/ to access the Online Dispute Resolution Service. Please quote our email address insure@atlas.com.mt.
Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act 1998 to carry on general insurance 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.