Company:	Atlas Insurance PCC Limited
Endorsement:	Amendments to **Your** Homepak Policy ***Your** policy number is shown on the attached renewal notice*
Effective date:	The following changes will come into effect from **Your** policy renewal date on or after the 1st January 2019

(1) The following Data Protection Statement is included:

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. The processing of this data shall be in accordance with Subsidiary Legislation 586.10 of the Laws of Malta on the Processing of Data Concerning Health for Insurance Purposes;
- 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

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/. Kindly note that this is subject to occasional changes including to comply with changing data protection laws, regulations and guidance

(2) The wording for 'If You are not satisfied with Atlas Insurance' is amended:

What You can do if You are not satisfied with Atlas Insurance PCC Limited

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 the 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** (at 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

(3) The following General Exclusion is included:

11. Sanction Clause

We will not pay for 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, prohibition 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.

(4) The following General Condition is amended:

9. Arbitration

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**.

Subject otherwise to the Terms of this Policy.

Please keep this endorsement with your policy

Authorised Signatory