

Atlas iScoot *Policy*



atlas.com.mt

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Welcome to Your Atlas' iScout Policy

Your iScout policy is an insurance contract underwritten by Atlas Insurance PCC Limited (**Us**) the basis of which is the information **You** have provided to **Us** (including information given on-line and/or on a proposal form) and the **Premium** payable. **We** will, in the event of loss damage or injury happening during the **Period of Insurance**, provide insurance as described in this policy booklet.

Your policy booklet consists of:

- this policy wording. This gives **You** a full explanation of **Your** cover;
- the **Certificate**;
- the **Schedule**;
- any **Endorsement** added throughout the currency of the policy;

The above should be read in conjunction with each other. Any word or expression used with a specific meaning and listed in **Section 1 - Definitions**, shall have the same meaning wherever it appears.

You need to be aware that the policy wording is subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what conditions **You** need to comply with.

Please read the policy carefully to avoid any misunderstanding and check that all the details are correct, that **You** have the protection **You** need and that **You** know what to do to claim.

Please notify **Us** of any change in **Your** circumstances. Failure to do so may invalidate **Your** cover.

We have tried to make this document easy to understand, but if **You** have any questions please

- call **Us** on 23435363 or
- email **Us** on insure@atlas.com.mt or
- write to **Us** at the address shown on the back page of this policy.

Law Applicable to the Contract

Unless some other law is agreed in writing, this policy is governed by Maltese law. If there is a dispute, it will only be dealt with in the courts of Malta. However, where a claim under Section 3 has been accepted 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**.

Section 1

Definitions

For simplicity, **We** use keywords or phrases which are shown in this section. They have the same meaning whenever they appear within this policy booklet, the **Certificate**, the **Schedule** and any **Endorsement** and are shown in **Bold** with an initial capital letter so as to remind **You** of their importance.

Accidental Damage

means the sudden and unforeseen accidental damage (other than damage as a result of theft or attempted theft) to the **Scooter** specified on the **Schedule**.

Authorised Driver

Any person driving **Your Scooter** with **Your** permission as allowed by **Us** in the **Certificate** and/or **Schedule**.

Certificate

The **Certificate** of Motor Insurance which provides evidence that **You** have taken out insurance as required by **Legislation**.

Domiciled

means **You** have been a **Malta** resident for a minimum of 6 months at the time of inception of **Your** policy, **You** have a permanent residential address in **Malta** and **You** have not been travelling abroad continuously for more than 6 months.

Endorsement

means any terms and conditions additional to this policy and specified on the **Insurance Schedule**.

Excess

means the €100 that **You** must pay respect of each and every claim under this Policy.

Forcible and/or Violent Entry

means entry evidenced by visible damage to the fabric of the building of **Your Home** or vehicle at the point of entry.

Home

means **Your** primary residence being a private dwelling house or self-contained flat built of **Standard Construction**.

Legislation

means

- the Motor Insurance (Party Risks) Ordinance (Cap 104 of the Laws of Malta) and
- the Micromobility Regulations, 2019

or any law replacing or amending the said law and any regulations issued under the said law or any law replacing or amending it.

Limitations as to Use

Use of the **Scooter** as shown on the **Certificate** and **Schedule** and as defined below:

Private Electric Kick Scooter

Means use for social, domestic and pleasure purposes only excluding use for hire or reward.

Malta

means the Republic of **Malta** including any recognised sea passage within the republic.

Market Value

The replacement cost of **Your Scooter** less depreciation of 10% annually. Such depreciation shall not apply in the first year from when purchased as new.

Period Of Insurance

means the period specified on the **Certificate** and **Schedule**.

Policyholder

means the person referred to as such on the **Schedule**.

Premium

means the amount referred to as such on the **Schedule**.

Schedule

means the document issued to **You** which details **Your** name, address, cover selected and property insured which should be read in conjunction with this policy.

Scooter

means "electric kick scooter" or "e-kickscooter" which is a stand-up device that has a handlebar, a deck and small hard wheels powered by an electric motor and which also allows for human propulsion, designed or calibrated not to exceed 20 kilometers per hour. Details of the **Scooter** that belongs to **You** and which **We** insure under this policy, will appear on the **Certificate** and **Schedule**.

Standard Construction

shall mean built of brick, stone or concrete and roofed with stone, slate, tile, asphalt, metal or concrete.

Sum Insured

means the amount referred to as such on the **Schedule**.

Territorial Limits

means anywhere in **Malta** unless otherwise defined by **Endorsement**:

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.

Theft

means the unauthorised dishonest appropriation or attempted appropriation of the **Scooter** specified on the **Schedule**, by **Forcible and Violent Entry** by another person with the intention of permanently depriving **You** of it.

Unattended

means while **You** or an adult entrusted with the **Scooter's** safe keeping is not

- a) in full view of; and
- b) in a position to prevent unauthorised interference with the **Scooter**.

We/Us/Our

means Atlas Insurance PCC Limited.

You/Your

means the **Policyholder** named on the **Insurance Schedule** who must be **Domiciled in Malta**.

Section 2 Liability to Other People and Their Property

We will pay:

Your Liability

for all civil damages and claimant's costs and expenses that are legally liable for in respect of

- other persons' death or injury;
- damage to their property

as a result of an accident by or in connection with **Your Scooter**,

Liability of others Using or Driving Your Scooter

On the same basis that **We** cover **You** under this section, **We** also cover any other **Authorised Driver** only if specified in the **Schedule**.

Legal Personal Representatives

If anybody insured under this section dies, his or her legal personal representatives will have the cover **You** would have had under this Section.

Emergency Treatment

In the event of an accident involving **Your Scooter** and insured under this section, **We** will also refund any payments that anyone using the **Scooter** has made under **Legislation** for emergency treatment.

Legal and Other Costs

In the event of an accident involving **Your Scooter** and insured under this section,

- **We** will also pay any legal costs or expenses incurred by **You** provided they relate to an incident which is covered by this section and have been incurred following **Our** prior written consent;
- **We** may at **Our** sole option also
 - pay for and arrange for representation in respect of any magisterial enquiry;
 - pay for legal services in connection with defending any criminal proceedings in any court of law;

provided they relate to an incident which is covered by this section and they have been incurred following **Our** prior written consent.

The most We will pay:

- a. In respect of legal liability for death or injury to others is €6,450,000 (or any higher amount as may be prescribed by **Legislation**) for any one claim or number of claims arising from one cause;
- b. In respect of legal liability for damage to property is €1,300,000 (or any higher amount as may be prescribed by **Legislation**) for any one claim or number of claims arising from one cause.

If more than one person may claim indemnity in respect of one claim or number of claims arising from one cause,

the above maximum amounts payable shall apply in the aggregate in respect of all such persons but **Your** liability shall be settled in priority.

We may at any time choose

- to pay the relevant amounts above; and
- to relinquish the conduct of **Your** (or any other person's) defence, of settlement or of proceedings; and
- to relinquish responsibility for the consequences of any alleged act or omission on **Our** part in connection with such defence, settlement or proceedings.

Once **We** have done so, **We** will stop paying legal and other costs as mentioned in the relevant paragraph above.

We will not pay: (See also General Exceptions)

1. the **Excess**;
2. for any liability (and any related costs or expenses) in respect of anyone killed or injured while they are working with or for the driver of **Your Scooter** unless **We** must provide cover under **Legislation**;
3. anyone **We** insure under this section if the claim relates to loss or damage to property that belongs to them or is in their care, custody or control including any property being carried on the **Scooter**;
4. for any loss or damage to **Your Scooter**;

Our right to get back what We have paid

If, under the law of any country this policy covers **You** in, **We** have to make a payment which **We** would not otherwise have paid under this policy, **We** may recover any claim payment from **You** or from the person who the claim was made against.

Limitation on Judgements, Orders or Awards

We will pay only in respect of judgements, orders or awards that are delivered by or obtained from a court within the **Territorial Limits** or in arbitration in the **Territorial Limits** under currently statutory provisions. **We** will not pay for any judgements, orders or awards delivered or obtained from a court outside the **Territorial Limits**.

Furthermore, **We** shall not pay in respect of any judgement, order or award obtained outside the **Territorial Limits** for the enforcement of a judgement or arbitration award obtained outside the **Territorial Limits**, or to costs and expenses of litigation recovered by any claimant from **You** or any other persons entitled to indemnity under this section which costs and expenses of litigation are not incurred in the **Territorial Limits**.

Section 3 Loss or Damage to Your Scooter (optional)

We will pay for:

1. **Accidental Damage to Your Scooter**;
2. **Theft of Your Scooter** following **Forcible and Violent Entry** to or exit from **Your Home** or from the locked luggage boot of a motor vehicle; occurring in the **Territorial Limits** during the **Period of Insurance**.

How We may choose to pay and the most We will pay:

- a) **In the case of loss of the Scooter by Theft:**
We will at **Our** option, replace or pay the cost of replacing **Your Scooter** with a similar article of like kind, functionality and quality;
- b) **In the case of Accidental Damage or damage by Theft:**
We will at **Our** option, repair **Your Scooter** to its prior level of functionality or replace the damaged part or all of **Your Scooter** with a similar article of like kind, functionality and quality. Where **Your Scooter** is economical to repair but the parts required are obsolete, **We** will pay **You** a cash settlement equivalent to the cost of the repair of **Your Scooter**.

In either case **We** will may use speciality suppliers to repair or replacement, chosen by **Us**.

We will not pay more than **Your Scooter's Sum Insured** noted on the **Schedule** or the **Market Value**, whichever is the lesser.

If **Your Scooter** cannot be repaired economically, the salvage (if any) of **Your Scooter** will become **Our** property after settlement.

The most We will pay:

- i. In the case of **Theft**, **We** will pay the lesser of the **Market Value** or **Sum Insured**;
- ii. If the cost of repairing **Your Scooter** is more than 60% of the lesser of the **Market Value** or **Sum Insured**, **We** will pay the equivalent of a replacement scooter of similar make, model, age and condition at the time of the accident or loss.

We will not pay for: (See also General Exceptions)

- a) the **Excess**;
- b) wear and tear, any loss of value including following repair; rust or corrosion;
- c) loss of road licence;
- d) any part of a repair or replacement which improves **Your Scooter** beyond its condition before the loss or damage took place;
- e) any electrical failure, breakdown or breakage;
- f) damage to tyres caused by braking, punctures, cuts or bursts;
- g) loss of use or any other loss, damage or additional expense resulting from the event **You** are claiming for;
- h) any costs due to loss or damage of keys (or keyless entry system);
- i) loss or damage caused by **Theft** other than described in Paragraph 2 under '**We will pay for**' mentioned above;
- j) any loss or damage due to theft, arson or any other criminal act unless it has been reported to the Police.

Section 4 General Exceptions

We will not pay for:

- 1. Observance of terms**
any liability, loss, damage, injury, cost or expenses if any person insured under this policy does not keep to the terms, exceptions and conditions of this policy;
- 2. Use of Scooter and Drivers**
any liability, loss, damage, injury, cost or expenses caused by, arising from or in connection with the **Scooter** insured under this Policy:
 - a) being used for a purpose other than that defined in the **Limitations as to Use**;
 - b) being used in any area which is not permitted by **Legislation**;
 - c) being driven by someone who is not an **Authorised Driver**;
- 3. Contractual Liability**
any amounts or costs as a result of an agreement or contract unless **We** would have had to pay the costs anyway;
- 4. Deliberate, Criminal and/or Illegal Acts**
deliberate loss or intentional loss or damage caused by anyone insured under this policy and/or for loss or damage resulting out of any criminal or illegal act in circumstances where the convicted offence is one where the court has the power to impose a sentence of imprisonment;
- 5. Scooter Registration and Location**
any liability, loss, damage, injury, cost or expense if the **Scooter** is not registered in **Malta** with Transport Malta;
- 6. Scooter Modifications**
any liability, loss, damage, injury, cost or expense if the **Scooter** has been modified for performance or is in breach of **Legislation**;
- 7. Nuclear Risks**
any liability, loss, damage, injury, cost or expense directly or indirectly caused or contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or its nuclear parts;
- 8. War Risks**
any liability, loss, damage, injury, cost or expense directly or indirectly caused by, resulting from or in connection with or in controlling or suppressing:
 - a) war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not);
 - b) civil war, civil commotion assuming the proportions

of or amounting to a popular rising, military rising, insurrections, rebellion, revolution, uprising, military or usurped power, martial law or connected looting or pillaging, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public authority or any act or condition incident to any of the above.

except to the extent that We are required to provide cover under **Legislation**;

9. Airside Risks

any liability, loss, damage, injury, cost or expense caused or contributed to by or arising from the **Scooter** being used on any part of an airport:

- a) to which aircraft have access including areas used for take-off, landing, moving or parking of aircraft;
- b) used for ground equipment parking areas and service roads;
- c) used for customs examination;

10. Prohibition of Carrying Passengers

any liability, loss, damage, injury, cost or expense if more than one person are on the **Scooter** at any time;

11. Intoxication

any liability, loss, damage, injury, cost or expense if the driver of the **Scooter** was found to have been driving while under the influence of alcohol or drugs at the time of the accident;

12. Sonic Bang

any liability, loss, damage, injury, cost or expense caused or contributed to by or arising from pressure waves from an aircraft or other flying object travelling at or beyond the speed of sound;

13. Detention or Confiscation

any liability, loss, damage, injury, cost or expense caused or contributed to by or arising from detention, confiscation, impounding, requisition or destruction by any government, public or local authority;

14. Terrorism

any liability, loss, damage, injury, cost or expense directly or indirectly caused or contributed to by or arising from or relating to **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to **Terrorism**. However, **We** will provide the minimum cover required under **Legislation**.

15. Pollution

any liability, loss, damage, injury, cost or expense caused or contributed to by or arising from pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the **Period of Insurance**;

16. Driver's Insurance, Driving Record, Medical Conditions and Impairments

any liability, loss, damage, injury, cost or expense if the **Scooter** is driven by a driver

- a) who has had insurance cancelled, declined, voided or special terms imposed;
- b) who has any previous criminal conviction(s) (excepting motoring offences that have been declared to **Us**);
- c) who is banned from driving in any country;
- d) who suffers from a medical condition or disability that affects his/her ability to drive (unless accepted by **Us** in writing).

17. Contract of Sale

any liability, loss, damage, injury, cost or expense in relation to a **Scooter** in respect of which **You** have entered into a transaction by way of a contract of sale or alleged contract of sale whether such transaction constituted a valid contract of sale or would have constituted a valid contract of sale but for the failure to comply with the provisions of the Duty of Documents and Transfers Act 1993 and any amendments thereto.

18. Sanctions Clause

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.

Section 5

General Conditions

You must comply with the following conditions to have the full protection of **Your** Policy. If the conditions are not complied with **We** may at **Our** option cancel the policy or refuse to deal with any claim or reduce the amount of any claim payment.

For the purposes of General Conditions B, C and D, 'You/Your' shall include **You**, all **Authorised Drivers** and anyone else seeking to make a claim under this policy.

A. Disclosure

You must have answered truthfully all questions relating to **Your** details, those of **Your Scooter** and of all **Authorised Drivers** on **Your** Policy, that **We** asked when **Your** policy started. **You** must also have truthfully agreed to any statements that **We** may have listed in the terms and conditions relating to **Your** policy when it started. **You** must also advise **Us** as soon as possible of all changes to this information.

B. Claims Procedure

You must:

1. tell **Us** as soon as possible all information about an incident which may lead to a claim under the policy and fully co-operate with **Us** while **We** handle any claim. In all cases **We** must be advised in writing of any accident within fourteen days of it occurring or **We** may refuse to pay the claim except as required under **Legislation**;
2. give **Us** full control of the claim and **We** may take over, defend or settle the claim, or take up any claim in **Your** name including taking proceedings at **Our** expense to recover for **Our** benefit the amount of any payment made or which may be made under this policy;
3. immediately send to **Us**, any unanswered documents received such as notice of prosecution, magisterial inquiry, fatal accident inquiry, writ, summons, claim or letter;
4. a) complete a 'front to rear' form in duplicate in the event of a front to rear collision;
b) advise and co-operate with the police in the event of a theft or any other criminal act;
c) advise and co-operate with the police or local wardens in accordance with legal requirements if **You** are involved in any other road accident;
5. communicate with or give notice to **Us** in writing;
6. allow **Us** to avail **Ourselves** of any rights conferred to **Us** by relevant laws when dealing with a claim relating to liability for damages which is required to be covered by **Legislation** or by any compulsory insurance law or any other law of a country to which this policy applies.

You must not:

7. admit liability for any claim unless asked by **Us** in writing to do so nor negotiate regarding any claim or settle any claim without **Our** written permission;
8. authorise any repairs to **Your Scooter**;
9. unreasonably withhold **Your** consent for **Us** to examine **Your Scooter** or for repairs to **Your Scooter** to proceed.

C. Road Worthiness and General Precautions

You must:

1. make sure the **Scooter** is safe and roadworthy and complies with **Legislation**;
2. take all reasonable steps to protect the **Scooter**;
3. allow **Us** to examine the **Scooter** at any reasonable time if **We** ask **You**.

D. Fraud

You must not act in a fraudulent manner.

'Acting in a fraudulent manner' includes (but is not restricted to) if **You** or anyone acting for **You**

- fail to correctly declare or update the information **You** have provided before **Your** Policy commenced.
- fail to declare that any drivers on **Your** Policy have themselves held a Policy with **Us** that **We** have cancelled;
- make a statement in support of any Policy or claim knowing the statement to be false in any respect;
- made a false declaration when **You** incepted the Policy or make any subsequent amendment to the Policy or advised of a claim;
- submit a document in support of any policy or claim knowing the document to be forged or false in any respect;
- make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect;
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** collusion;
- make a false declaration to the police regarding **Your** insurance;
- fail to pay **Your Premium**;
- commit a fraud on any other policy that **We** insure.

If **You** act in a fraudulent manner then at **Our** option **We**:

- will cancel the policy or declare it void from inception, not make any return of **Premium** and also recover any unpaid **Premium**;
- will cancel the policy immediately and return any **Premium** according to **Our** declared cancellation terms and recover any unpaid **Premium**;
- will remove one or more drivers from **Your** Policy and adjust **Your Premium**;
- will recover any shortfall in **Premium**;
- will reduce the extent of **Your** cover;
- will not pay any claim that has been or will be made under the policy;
- will be entitled to recover from **You** the total amount of any claim already paid under the policy plus any recovery costs;

- will regard any other policy that **We** provide and with which **You** are connected as fraudulent;
- will inform the police of the circumstances.

E. Unpaid and Return Premium

We will:

- in the event of any claim take any unpaid **Premiums** from any claim payment **We** make to **You** or recover any unpaid **Premium** directly from **You**;
- not refund **Your Premium** if **You** have made a claim or if one has been made against **You** during the **Period of Insurance**.

If **You**, or **We** cancel this Policy, it will be subject to the terms detailed in the section of this policy entitled Cancellation which forms part of the conditions of this policy.

Section 6 Cancellation

You are obliged by **Legislation** to have insurance in respect of **Your Scooter** at all times and proof of **Your** new insurance cover shall be required by **Us** prior to any cancellation. Transport Malta will also have to be notified of any change of insurer and **We** reserve the right to only cancel following Transport Malta's confirmation of such change to **Us**.

Your right to cancel

If **You** are dissatisfied with the terms and conditions of **Your** Policy, **You** have the right to cancel the Policy from its original start date within 14 days from the date **You** receive **Your** documents. Cancelling **Your** Policy in this way will mean that **You** will not have been covered by **Us**. We will return any **Premium** paid provided no claims or accidents have occurred and reserve the right to charge a €10 administration fee.

If **You** do not exercise **Your** right to cancel within the 14 day period and provided no claims or accidents have occurred,

- If Section 2 is only operative, there will be no refund of **Premium** payable to **You**, and
- If both Sections 2 and 3 are operative, a pro-rata refund of **Premium** will be allowed subject to a maximum refund of 50% of the annual **Premium**.

Our right to cancel

We may cancel **Your** Policy by sending seven days' written notice to **You** at either the email or the postal address last known to **Us** and, provided:

- no claims or accidents have occurred in the current **Period of Insurance**;
 - **We** are not cancelling because of a false declaration or fraud;
 - all **Premium** payments are paid up to date,
- then **We** will return the paid **Premium** less the proportionate part corresponding to the **Period of Insurance** the policy has been in force.

Whether You or We cancel the Policy

If **You** have not paid **Us** sufficient money for **Us** to retain **Our** proportionate share of the **Premium**, or if **You** have not paid the full **Premium** but have had an accident or claim or committed a fraud or made a false declaration, then **We** reserve the right to recover the money that **You** owe.

Cancelling **Your** Policy means **You** will not be covered from that date and time.

The **Certificate** remains **Our** property and in accordance with **Legislation** any copies **You** hold, irrespective of its format (e.g. printed, saved electronically or digitally stored), must be returned to **Us** at Atlas Insurance PCC Limited 47-50 Ta' Xbiex Seafront Ta' Xbiex XBX 1021.

If **You** do not return the **Certificate** **You** will be required to complete a sworn declaration that all copies have been returned to **Us**, lost or destroyed.

Section 7

Protection and Compensation Fund

Under the Protection and Compensation Fund Regulations 2003, should **We** be unable to meet all **Our** liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website www.mfsa.com.mt

Section 8

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.

Section 9

What You can do if You are not satisfied with Atlas

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
Atlas Insurance PCC Limited
48-50 Ta' Xbiex Seafront
Ta' Xbiex XBX 1021

or

email on complaints@atlas.com.mt

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

- acknowledge **Your** concern within 3 working days;
- explain how **We** 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.



Our Offices

Head Office

48-50 Ta' Xbiex Seafront
2343 5363 | insure@atlas.com.mt

Paola

87-89 Vjal Kristu Re
2343 5810 | paola@atlas.com.mt

Birkirkara

1 Mannarino Street
2343 5804 | bkara@atlas.com.mt

Bormla

55 Gavino Gulia Square
2343 5807 | bormla@atlas.com.mt

Luqa

Skyparks Business Centre MIA
2343 5808 | skyparks@atlas.com.mt

Mosta

Constitution Street
2343 5802 | mosta@atlas.com.mt

Naxxar

13 St George's Street
2343 5800 | naxxar@atlas.com.mt

Rabat

267 Vjal il-Haddiem
2343 5806 | rabat@atlas.com.mt

San Ġwann

Naxxar Road c/w Bernardette Street
2343 5803 | sangwann@atlas.com.mt

St Paul's Bay

2 Toni Bajada Street
2343 5801 | stpaulsbay@atlas.com.mt

Żebbuġ

148 Vjal il-Helsien
2343 5805 | zebbug@atlas.com.mt

Atlas HomeHelp (Emergency 24/7 Assistance): 2122 2333

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 cell in excess of their assets.

Intermediary