

Atlas Pet *Policy*



Atlas
Insurance

atlas.com.mt

Your Pet Insurance Policy

Thank **you** for insuring with **Atlas**, **we** are delighted **you** and **your pet** are part of the **family**.

We hope **your pet** is in the best of health but rest assured, if **you** need **us**, **we** will be there to help. **We** will do all **we** can to make the claims process as quick and easy as possible so **you** can count on prompt and caring service from **our** staff when **you** need it most.

This booklet contains the policy terms and conditions and is part of **your** insurance policy. Details of **your pet's** cover are outlined in it. There are 7 sections of cover but please be aware that some of the sections of cover may not be included in the plan **you** have chosen for **your pet**. The section is only included if it is shown as applicable on **your** plan as indicated on **your** Pet Insurance Certificate. **We** recommend **you** check **your pet's** cover and contact **us** as soon as possible if this is not as expected.

The other parts of **your** policy are:

- **your** Pet Insurance Certificate which will show the name of the plan and any special exclusions applying to **your pet**,
- any **endorsements** and
- **your** proposal form which is the basis of **your** insurance contract.

To understand exactly what **your** insurance contract covers, **you** must read **your** Pet Insurance Certificate, together with this booklet and any **endorsements**.

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Definitions

If **we** explain what a word means, that word has the same meaning wherever it appears in this policy. For ease, **you** will see that these words appear in bold throughout. The headings used in the terms and conditions are for convenience of reference only.

acute
A **medical condition** which is of short duration and which has a definite end point. **We** reserve the right to determine whether the phase of any **medical condition** is **acute**.

agreed country/countries
Any European Union member State plus Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland, the United Kingdom and the Vatican City State.

chronic
A **medical condition** which persists for a long period , persists indefinitely, recurs or is incurable.

clinical sign(s)
A change(s) in **your pet's** normal healthy state, its bodily functions or behaviour.

endorsement
A document **we** issue showing changes to the terms and conditions of the policy.

excess
An **excess** is the first part of each unrelated claim and if it applies to any part/s of **your** cover this will be shown on **your** plan's Benefits Table or on **your** Pet Insurance Certificate or on an **endorsement**.

family
Your husband, wife, civil partner, life partner, parents, grandparents, brothers, sisters, sons, daughters, grandsons and granddaughters.

home
The place in **Malta** where **you** usually live.

illness
Any change(s) to a normal healthy state, sickness, disease, defects and abnormalities, including defects and abnormalities **your pet** was born with or were passed on by its parents.

immediate family
Your husband, wife, civil partner, life partner, parents, sons and daughters.

injury/injured
Physical damage or trauma caused immediately by a sudden, unforeseen, violent and accidental external and visible cause. Not any physical damage or trauma that happens over a period of time or by **your** deliberate act.

journey
Travel from **your home** to any of the **agreed countries** for a maximum of 90 days for all journeys in the **policy year**. This includes the duration of **your** holiday or business trip and any travel in and between **agreed countries** and return **journeys** to **your home**.

Malta/Maltese

The Republic of **Malta**/pertaining to the Republic of **Malta**.

market value

The price generally paid for an animal of the same age, breed, pedigree, sex and breeding ability at the time **you** took ownership of **your pet**.

maximum benefit

The most **we** will pay as shown on the Benefits Table related to **your** plan. Within such **maximum benefit/s** sub-limits may also apply.

medical condition

Any **illness** or **injury**.

Pet Travel Scheme (PETS)

A system that allows people in **Malta** to take their pets to certain countries and bring them back without the need for quarantine.

physiotherapy

Physiotherapy (not including hydrotherapy) carried out by a qualified animal physiotherapist who is a member of one of the following organisations:

- Association of Chartered Physiotherapists in Animal Therapy (ACPAT)
- International Association of Animal Therapists (IAAT)
- National Association of Veterinary Physiotherapists (NAVVP)
- Institute of Registered Veterinary and Animal Physiotherapists (IRVAP).

policy year

The time during which **we** give cover as shown on **your** Pet Insurance Certificate. This is normally 12 months.

pre-existing condition

A **medical condition** that:

- happened or first showed **clinical signs**;
- has the same diagnosis or **clinical signs** as a **medical condition** or **clinical sign your pet** had;
- is caused by, relates to, or results from an **injury, illness** or **clinical sign your pet** had,
 - before **your pet's** cover started; or
 - before **your** plan was upgraded,

no matter where the **medical condition** or **clinical signs** are noticed or happen in, or on, **your pet's** body. This is in addition to any special exclusion(s) stated on **your** Pet Insurance Certificate.

therapist

A member of one of the following organisations:

- Association of Chartered Physiotherapists in Animal Therapy (ACPAT)
- Association of Pet Behaviour Counsellors (APBC)
- Institute of Registered Veterinary and Animal Physiotherapists (IRVAP)
- International Association of Animal Therapists (IAAT)
- International Veterinary Chiropractic Association (IVCA)
- McTimoney Chiropractic Association
- National Association of Registered Canine Hydrotherapists (NARCH)
- National Association of Veterinary Physiotherapists (NAVVP)

treatment of a behavioural illness

The treatment of a change to **your pet's** normal behaviour that is caused by a mental or emotional disorder which could not have been prevented by training. Treatment must be carried out by a Certified Clinical Animal Behaviourist or a member of one of the following organisations:

- Association of Pet Behaviour Counsellors (APBC);
- Canine and Feline Behaviour Association (CFBA)

vet

Registered Veterinary Surgeon in an **agreed country**. In **Malta**, veterinary fees are only payable when the vet is licensed to practice as a veterinary surgeon in **Malta** and registered in the Veterinary Surgeon Council's Register. This policy does not cover **veterinary treatment** by any vet who has been advised in writing by **us** that he or she is not recognised by **us** as a vet. **We** will advise **you** of those vets we recognise if **you** ask **us**.

veterinary treatment

The cost of the following when required to treat a **medical condition** as may be limited on **your plan**:

- any consultation, diagnostic test, surgery and nursing including dental treatment carried out by a **vet** or by a veterinary nurse under the supervision of a **vet**,
- drugs and dressings (excluding any food preparations) legally prescribed by a **vet**;
- animal **physiotherapy** referred by a **vet**,
- **treatment of a behavioural illness** if referred by a **vet**,
- complementary medicine if carried out by a **therapist** and referred by a **vet**,
- hospitalisation, confirmed as necessary by a **vet**, at a licensed animal clinic or hospital.

waiting period

A period of fourteen days from the Start Date of the first **policy year** shown on the first Pet Insurance Certificate.

we, us, our, Atlas, the Company

Atlas Insurance PCC Limited.

you, your, the Policyholder

The person named on the Pet Insurance Certificate.

your pet

The dog or cat named and described on the Pet Insurance Certificate.

Benefits Table

| Policy Sections | | Essential Plan | Premier Plan |
|------------------|--|---|--|
| Section 1 | Veterinary treatment Sub-limits <ol style="list-style-type: none"> Veterinary Consultation Fees (excluding surgical fees); Dental Treatment; Surgical and Diagnostic Procedures; Overnight Admission to an Animal Hospital; Animal Physiotherapy Non-Surgical Drugs and Dressings; Complementary Medicine carried out by a Therapist and Treatment of a Behavioural Illness | Maximum benefit of €1,250 per policy year <ol style="list-style-type: none"> €250 per policy year €100 per policy year €1,000 per policy year €100 per medical condition €100 per policy year Not covered Not covered | Maximum benefit of €2,000 per policy year <ol style="list-style-type: none"> €1,000 per policy year €200 per policy year €1,250 per policy year €150 per medical condition €200 per policy year €75 per policy year €100 per policy year |
| Section 2 | Accidental Death Cover <ol style="list-style-type: none"> Accidental Death Putting Down and Disposal | Maximum benefit: <ol style="list-style-type: none"> €1,000 €100 | Maximum benefit: <ol style="list-style-type: none"> €1,000 €150 |
| Section 3 | Advertising and Reward | Maximum benefit: €250 per policy year | Maximum benefit: €400 per policy year |
| Section 4 | Third Party Liability | Maximum benefit: €500,000 for all incidents in the aggregate in each policy year <i>Policy excess of €75 applicable per incident</i> | Maximum benefit: €500,000 for all incidents in the aggregate in each policy year <i>Policy excess of €75 applicable per incident</i> |
| Section 5 | Boarding Fees and Daily Minding | Maximum benefit: €350 per policy year | Maximum benefit: €600 per policy year |
| Section 6 | Holiday Cancellation and Curtailment | Maximum benefit of €1,000 for all journeys commencing during the policy year | Maximum benefit of €2,000 for all journeys commencing during the policy year |
| Section 7 | Overseas Cover <ul style="list-style-type: none"> Emergency Expenses and Repatriation Quarantine Expenses and Loss of Pet Passport | Not Applicable | Maximum benefit: as above plus <ul style="list-style-type: none"> €1,000; €1,000 for all journeys commencing during the policy year |

Cover

In return for **you** paying the correct premium and abiding by the terms and conditions of this policy, **we** will provide cover for the following sections if they are shown as applicable to **your** plan.

Section 1 – Veterinary treatment

Cover under this section applies in **Malta**. Cover is extended to operate in other **agreed countries** only where Section 7 - Overseas Cover is applicable to **your** plan.

What We will pay

The cost of **veterinary treatment your pet** has received during the **policy year** to treat **acute medical conditions** up to the **maximum benefit**.

We will not pay

The cost of any **veterinary treatment** or any other costs

1. Maximum benefit

in **excess** of the **maximum benefit** for **veterinary treatment** noted in the Benefits Table for **your** plan (subject to and inclusive of any applicable sub-limits) in each **policy year**;

2. Claim time window for each medical condition

which is/are necessary more than 365 days after the date **your** pet first received **veterinary treatment** for the same condition even if **you** renew **your** policy in the meantime;

3. Preventive Treatment and Vaccinations

to prevent a **medical condition** including but not limited to the administering of vaccinations;

4. Pheromone Products

in respect of pheromone products including DAP diffusers and Feliway;

5. Spaying and Castration

in relation to spaying or castration;

6. Chronic medical conditions

relating to **chronic medical conditions** including any complications that arise;

7. Routine in Nature

which is/are routine in nature including but not limited to the administration of general health improvers and nail clipping, killing and controlling fleas and worms, bathing and dematting or any type of grooming;

8. Unrelated to medical condition

which is not directly related to a **medical condition** or **clinical signs** in **your pet** including any complications that arise;

9. Cosmetic

which is cosmetic in nature including, but not limited to, modelling ears or tails or nail removal and including any complications that arise;

10. Breeding, Pregnancy and Caesareans

in connection with breeding; routine pregnancy or giving birth or in relation to elective caesarean section delivery or caesareans for English Bulldogs and other breeds where the adult female weighs five kilograms or less;

11. Deliberate Acts

to treat any **medical condition** deliberately caused by **you** or anyone living with **you** or, while on a **journey**, anyone travelling with **you**;

12. Putting down

to have **your pet**

- put down including any veterinary consultation/visit or prescribed medication specifically needed to carry out the procedure, and/or
- buried or disposed of;

13. Transplant Surgery

in relation to and any cost of transplant surgery, including any pre- and post-operative care;

14. Second Opinion

relating to a second opinion if **you** decide to take **your pet** to a different **vet** or **therapist** because **you** are unhappy with the diagnosis or **veterinary treatment** provided, unless **you** tell **us** before **you** arrange an appointment with the new **vet** and **we** agree. If **you** do not, **we** will not pay any costs relating to the second opinion. If **we** request, **you** must use a **vet** or **therapist** **we** choose. If **we** decide the diagnosis or treatment currently being provided is correct, **we** will not cover any costs relating to the second opinion;

15. Fees which are unnecessary or not reasonable and customary

- a. where the veterinary fees **you** are charged are higher than the fees usually charged by a veterinary practice in **Malta** or in the **agreed country** where the **veterinary treatment** took place while on a **journey**. If the charges made by the **vet** are not fair and reasonable and/or are higher than is customary **we** will only pay the amount which is fair and reasonable and **you** will have to pay the rest;
- b. related to the extra cost of a house call unless the **vet** confirms that moving **your pet** would further damage its health, regardless of **your** personal circumstances;
- c. for treating **your pet** outside usual surgery hours, unless the **vet** or **therapist** confirms an emergency consultation is essential, regardless of **your** personal circumstances;
- d. if **we** consider the **veterinary treatment** **your pet** received may not be required or may be excessive when compared with the treatment that is normally recommended to treat the same **medical condition**. In this case **we** reserve the right to request a second opinion from a **vet** that **we** choose. If the **vet** **we** choose does not agree with the treatment provided **we** may decide to pay only the cost of the **veterinary treatment** that was necessary to treat the **medical condition**, as advised by the **vet** from whom **we** have requested the second opinion.

Section 2 – Accidental Death Cover

Cover under this section applies in **Malta**. Cover is extended to operate in other **agreed countries** only where Section 7 - Overseas Cover is applicable to **your** plan.

What we will pay

If **your pet** dies or is put down for humane reasons due to an **injury** arising from one of the following circumstances occurring during the **policy year**:

- being run over or being involved in a traffic accident;
- fighting with other animals other than an organised fight;
- **your pet** sustaining **injury** in the course of its normal activity or running or jumping or falling from a height;
- ingestion of foreign bodies; accidental intoxication or poisoning which occurs 12 months after the Start Date of the first **policy year** of **your pet**'s cover;
- malicious acts including poisoning;

we will pay the lowest out of:

- the **maximum benefit** for Accidental Death noted in the Benefits Table for **your** plan; or
- the purchase price submitted in the application (backed by proof of price); or
- the **market value** of **your pet**.

We will also pay up to the **maximum benefit** for Putting Down and Disposal noted in the Benefits Table for **your** plan for **your vet** to put **your pet** down (including the disposal of the remains) if this is carried out to end **your pet**'s irreversible suffering.

We will not pay

1. Maximum benefit

more than the relevant **maximum benefit** noted in the Benefits Table for **your** plan;

2. Illness

if the death of **your pet** is caused due to a **medical condition** other than an **injury**;

3. Breeding and the like and Operations

if the death of **your pet** results from breeding, pregnancy or giving birth or a surgical operation.

Special Condition

As soon as **you** discover that **your pet** has suffered an **injury**, **you** must immediately get a **vet** to treat **your pet**.

Section 3 - Advertising and Reward

Cover under this section applies in **Malta**. Cover is extended to operate in other **agreed countries** only where Section 7 - Overseas Cover is applicable to **your** plan.

What we will pay

If **your pet** is stolen or goes missing (strays) during the **policy year**, we will pay

- the cost of advertising, and
- the reward **you** have offered and paid to get **your pet** back.

If Section 7 - Overseas Cover is applicable and **your pet** is stolen or goes missing during **your journey**, we will also pay the cost of **your** accommodation to stay and look for **your pet** if it has not been found or returned by the scheduled last date of **your journey**, and any extra travel costs to return **home**.

We will not pay

1. Maximum benefit

in excess of the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all incidents in the aggregate during the **policy year**;

2. Own Posters

more than €50 towards sundries to make **your** own posters and advertising materials;

3. Receipt

any reward not supported by a signed receipt giving the full name, address and telephone number of the person who found **your pet**;

4. Family etc.

any reward paid to a member of **your family**, or any person living with **you** or employed by **you**, including any person travelling with **you** during **your journey**;

5. Carer

any reward paid to the person who was caring for **your pet** when it was lost or stolen;

6. Thieves

any reward paid to the person who stole **your pet**, or any person who is in collusion with the person who stole **your pet**;

7. Journeys

if **your pet** is stolen or goes missing during **your journey**:

- for more than 7 days' accommodation costs and more than €30 for each day's accommodation;
- any amount if the cost of accommodation is at a property owned by **you** or **your family**;
- any amount unless there is some official documentation to certify the theft or loss was reported to the police or the ship, aircraft, train or coach operator if the loss or theft happened while **you** were travelling with them.

Special Conditions

1. As soon as **you** discover **your pet** is missing, **you** must take all reasonable steps to find or recover **your pet** and
 - a. **you** must notify the police and ask for a police report;
 - b. **you** must inform the Animal Welfare Department and other relevant animal welfare centres.
 - c. if **your pet** was lost or stolen on a ship, aircraft, train or coach, **you** must report the loss or theft to the operator and obtain a report;
2. The **maximum benefit** covers the cost of advertising, reward and accommodation, if applicable. The full **maximum benefit** is available for **you** to use for advertising but the amount **you** can use for a reward is limited to 50% of the **maximum benefit**. **You** must obtain **our** approval before advertising a reward; if not, the cost of the reward will not be covered by this insurance.

Section 4 - Third Party Liability

Cover under this section applies in **Malta**. Cover is extended to operate in other **agreed countries** only where Section 7 – Overseas Cover is applicable to **your** plan.

In this section “**you**” and “**your**” means **you** or any person looking after or handling **your pet** with **your** permission.

What we will pay

If property is damaged, or someone is killed, injured or falls ill as a result of an incident involving **your pet** and occurring during the **policy year** and **you** are legally responsible, **we** will pay:

1. compensation and claimants’ costs and expenses, and
2. legal costs and expenses for defending a claim against **you**.

What you pay

The **excess** of €75 per incident.

We will not pay

1. Maximum benefit

in excess of the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all incidents in the aggregate during the **policy year**;

2. Costs not Agreed

any costs and expenses for defending **you** which **we** have not agreed beforehand;

3. Profession, Occupation and Business

any compensation, costs and expenses resulting from an incident which involves **your** profession, occupation or business or that of anyone who is employed by **you** or anyone who works with **you** or for **you** in any way or where the incident occurs at **your** place of work;

4. Contractual Liability

any compensation, costs and expenses if **you** are legally responsible only because of a contract **you** have entered into;

5. Family, Employees and Travel Companions

any compensation, costs and expenses if the person who is killed, injured or falls ill, lives with **you**, is a member of **your immediate family** or is employed by **you**, works with **you** or is travelling or staying with **you** on a **journey**;

6. Own Property and the like

any compensation, costs and expenses if the property damaged is **your** responsibility or it belongs to **you**, or if it belongs to or is the responsibility of any person who lives with **you**, a member of **your immediate family** or a person who is employed by **you**, works with **you** or is travelling or staying with **you** on a **journey**;

7. Prohibited areas

any compensation, costs and expenses if the incident happens in an area or place where dogs are specifically prohibited, unless **your** dog escapes and enters the area outside of **your** control;

8. Pollution

any compensation, costs and expenses if **you** are responsible for air, water or soil pollution, unless it can be proven that the pollution took place immediately after and as a result of an accident involving **your pet**.

Special Conditions

1. **You** must not admit responsibility, agree to pay any claim or negotiate with any person following an incident;
2. **You** must notify **us**:
 - a. as soon as possible if an incident occurs which could lead to a claim under this section;
 - b. immediately upon being advised of any prosecution, inquest or enquiry which could lead to a claim under this section;
3. **You** must immediately send **us** any writ, summons or legal documents **you** receive and **you** must never respond to any of these documents;
4. **You** agree to provide **us** with any information connected with the claim, **we** reasonably ask for, including details of **your pet**’s history;
5. **You** agree to tell **us** or help **us** find out all the circumstances of an incident that results in a claim, provide written statements and go to court if needed;
6. **You** must allow **us** to take charge of **your** claim and allow **us** to prosecute in **your** name for **our** benefit.

Section 5 – Boarding Fees and Daily Minding

Cover under this section applies only in **Malta**. Cover is extended to operate in other **agreed countries** only where Section 7 - Overseas Cover is applicable to **your** plan.

In this section “**you**” means **you** or **your** husband, wife, civil partner or life partner.

What we will pay

The cost of boarding **your pet** at a licensed boarding establishment or the cost of someone looking after **your pet** (carer) while **you** are in hospital for more than three consecutive days during the **policy year**.

We will not pay

1. Maximum benefit

more than the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all hospitalisation during the **policy year**;

2. Daily Limits

more than €20 per day for boarding fees and more than €12.50 per day for carer fees;

3. Family

any amount if the person looking after **your pet** lives with you or is a member of **your family**;

4. Pre-existing

any costs resulting from **you** going into a hospital because of an injury or illness first occurring or showing symptoms before the original Start Date of **your pet's** cover;

5. Pregnancy, Childbirth or Non-Medical

any costs resulting from **you** being pregnant, giving birth or any treatment that is not related to an injury or illness;

6. Alcoholism, Substance Abuse and Suicide

any costs resulting from **you** going into a hospital for the treatment of alcoholism, drug abuse, drug addiction, attempted suicide or a self-inflicted injury;

7. Non-hospitals

any costs resulting from care in a nursing home or from convalescence care that **you** do not receive in a hospital.

Section 6 – Holiday Cancellation and Curtailment

Cover under this section applies in **Malta** and other **agreed countries** only.

What we will pay

1. Travel and accommodation expenses for **you** and **your immediate family** that **you** cannot recover if you have to cancel the **journey** during the **policy year** because:
 - a. **your pet** is suffering from a life threatening **medical condition** which shows its first **clinical signs** not more than seven days before the commencement date of **your journey** but within a **policy year** and is too ill to travel with **you**; or
 - b. if **your pet** dies as a result of an accident on the date of your departure from **Malta**.
2. If, while **you** are on a **journey** during the **policy year**, **your pet**:
 - a. is **injured**; or
 - b. shows first **clinical signs** of an **illness** and needs immediate life-saving surgery and **you** have to cut short **your journey**, we will pay:
 - i. the value of
 1. any reasonable extra travel expenses for **you** to return **home**; and
 2. any unused travel and accommodation expenses for **you**;
 - ii. any extra travel expenses to return **your pet home** if **your pet** is travelling with **you**.

We will not pay

1. **Maximum benefit**
more than the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all **journeys** commencing during the **policy year**;
2. **Certification**
any amount unless a **vet** has certified **your pet** is too ill to travel or that **your pet** requires life-saving surgery and, if with **you** on the **journey**, has to return **home** for treatment;
3. **Purpose of Journey**
any amount if **your journey** was made to get any sort of treatment for **your pet** abroad;
4. **Food**
the cost of food.

Section 7 – Overseas Cover

This section is only operative if indicated as applicable to **your** plan

Sub-Section 7.1 – Extension to Other Agreed Countries

The cover under Sections 1- 6 of this policy is extended to any **agreed country** and **you** are at liberty to take **your pet** abroad to any **agreed country** for **veterinary treatment** subject always to the terms and conditions and limits of the above sections.

Sub-Section 7.2 - Emergency Expenses and Repatriation

Cover under this sub-section applies in **agreed countries** outside **Malta** only.

What we will pay

If **your pet** is **injured** or shows first clinical **signs** of an **illness** during a **journey** commencing during a **policy year** and cannot travel **home** the same way it travelled abroad, **we** will pay:

1. extra costs to get **you** and **your pet home**;
2. the cost of accommodation for **you** to stay after **your** scheduled date of travel **home** until **your pet** is well enough to travel; and
3. if **your pet** dies, the cost of returning **your pet's** remains **home** or the cost of disposal in an **agreed country**.

We will not pay

1. Maximum benefit

more than the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all **journeys** commencing during a **policy year**;

2. Previous conditions

any costs that result from an **injury** that happens or an **illness** first showing **clinical signs** before the start of **your journey**;

3. Certification

any amount unless a **vet** has certified **your pet** is too ill to travel **home** the same way it travelled abroad;

4. Purpose of Journey

any amount if **your journey** was made to get any sort of treatment for **your pet** abroad;

5. Caskets etc.

the cost of a coffin, casket or any other container for **your pet's** remains;

6. Duration and Cost of Accommodation

more than 14 days' accommodation costs and more than €50 for each day's accommodation

7. Food

the cost of food.

Section 7.3 - Quarantine Expenses and Loss of Pet Passport

Cover under this Sub-section applies in **agreed countries** only.

What we will pay

If **your pet** is either

- unable to return to **Malta**; or
- must be quarantined on return to **Malta**

because of any of the following when happening during a **journey** commencing during the **policy year**:

1. a **medical condition** first showing **clinical signs** during the **journey**;
2. the failure of the microchip; or
3. **your** pet passport being lost or stolen;

We will pay:

- the cost to keep **your pet** in quarantine;
- the cost of getting a duplicate pet passport;
- the cost of temporary accommodation while getting the duplicate pet passport; and
- any extra costs to travel **home** if the time in getting a duplicate pet passport has caused **you** to miss **your** scheduled travel arrangements back to **your home**.

We will not pay

1. Maximum benefit

more than the relevant **maximum benefit** noted in the Benefits Table for **your** plan for all **journeys** commencing during the **policy year**;

2. Previous conditions

any costs that result from an **injury** that happens or an **illness** first showing **clinical signs** before the start of **your journey**;

3. Microchip Standard

any costs that result from the failure of any microchip that does not meet the standards ISO 11784 or ISO 11785;

4. Microchip Reader

any costs that result from a microchip reader failing to read a microchip;

5. Unattended Pet Passport

any costs that result from the pet passport being lost or stolen while left unattended unless it is in **your** accommodation or the locked boot, covered luggage area or glove compartment of a locked vehicle;

6. Duration and Cost of Accommodation

more than 7 days' accommodation costs and more than €50 for each day's accommodation

Special Conditions

1. **You** must report the loss of a pet passport to the police or any ship, aircraft, train or coach operator, if relevant, within 24 hours. **You** must also show that **you** have taken all reasonable steps to find or recover the missing pet passport. **You** must also contact the **vet** who issued the pet passport within 24 hours in order to obtain the relevant information to issue a new pet passport for travel back to **Malta**;
2. At least 14 days before the commencement of a **journey**, **you** must ensure that **your pet's** microchip is checked and found to be working. In the event of a claim **you** must provide written evidence that this was checked and found to be working.

General Exclusions

The following exclusions apply to all sections of the policy:

1. Exclusions applicable to your pet

- a. Any **medical condition** specifically excluded by the terms shown on **your** Pet Insurance Certificate, any **endorsement** or other correspondence from **us**;
- b. Any **medical condition** which occurred before the Start Date of the first **policy year** of **your pet's** cover, is a **pre-existing condition** and something which will never be covered by **your** insurance. This is regardless of whether **we** place an exclusion for the **medical condition** or not;
- c. Any **medical condition** which occurs or first shows **clinical signs** within the **waiting period**;
Please note if **your pet** first showed any **clinical signs** or was diagnosed with a **medical condition** during the **waiting period** or prior to the Start Date of the first **policy year** of **your pet's** cover, **we** reserve the right to apply an exclusion to **your** policy in respect of this **medical condition**;
- d. Any **veterinary treatment** or other benefit related to poisoning or intoxication of **your pet** within the first 12 months after the Start Date of the first **policy year** of **your pet's** cover;
- e. Any amount claimed which relates to any dangerous or vicious behaviour or tendencies on the part of **your pet** which were in existence before the Start Date of the first **policy year** of **your pet's** cover;

2. The pet's age

- a. Any dog less than twelve weeks old or older than nine years;
- b. Any cat less than twelve weeks old or older than twelve years;
unless **we** have specifically extended the policy;

3. The pet's use

Dogs used as working dogs except guide dogs including, but not limited to, those used for security, guarding, track racing or coursing and any dogs while used for hunting or any other sport;

4. The pet's breed

Any dog that is, or is crossed with the following types/breeds:

- American Bandogge / Bandogge Mastiff;
- American Pit Bull Terrier;
- American Staffordshire Bull Terrier;
- Australian Dingo;
- Boerboel;
- Bully Kutta;
- Canary Dog (also known as Perro de Prensa Canarios / Presa Canarios);
- Cane Corsos;
- Czechoslovakian Wolfhound;
- Cao Castro Laboreiro;
- Central Asian Shepherd Dog;
- Dogo Argentino/Argentinian Mastiff;
- Dogue Brasileiro;
- Fila Brasileiro;
- Irish Staffordshire Bull Terrier;
- Japanese Tosa/Tosa Inus;
- Karakachan (Bulgarian Shepherd);
- Korean Jindo;
- Pit Bull Mastiff/Terrier;
- Racing (non-retired) Greyhound;
- Sarloos Wolfhound;
- Wolf Hybrid;

or any other dog that is bred to have the physical and behavioural characteristics of a fighting dog;

5. Laws and regulations

- a. Any amount if **you** break the **Maltese** laws or regulations issued from time to time, including those relating to animal health, importation of dangerous dogs including, but not limited to, the provisions of the Animal Welfare Act 2002, Control of Dogs Regulations 2001;
- b. Any amount if **your pet** is confiscated or destroyed or suffers damage caused by any government, customs or public authorities under the Dogs Act (Chapter 312 of the Laws of Malta) or similar regulations or legislation;
- c. Legal expenses, fines and penalties connected with or resulting from any criminal case, breach of statute, contravention or offence of any kind;

6. Micro chipping

Any amount claimed if **your pet** is not micro chipped;

7. Diseases which should be reported to Government Authorities

Any amount claimed as a result of disease that should be reported to the Animal Welfare Department or any respective authority as prescribed by law;

8. Congenital Abnormalities

Any **veterinary treatment** related to congenital abnormalities;

9. War and Like Risks, Radioactivity

- a. Any amount as a result of an act of force or violence for political, religious or ideological reasons, war, riot, revolution or any similar event, including any chemical or biological terrorism;
- b. Any amount caused by radiation, nuclear explosion, nuclear fallout or contamination by radioactivity;

10. Diseases transmitted from animals to humans

Any amount claimed as a result of a disease that is transmitted from animals to humans;

11. When you or your pet is on a journey in an agreed country:

- a. Any amount if **you** do not follow the conditions of the Pet Travel Scheme (PETS);
- b. Any **journey you** take **your pet** on against a **vet's** advice;
- c. Any amount claimed related to a **journey** if the policy is allowed to lapse and is not renewed in the course of the **journey**.

12. 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, 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.

General Conditions

The following conditions apply to all sections of the policy:

1. Disclosure

You must have answered truthfully all questions relating to **your** details, those of **your pet**, 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.

2. Caring for your pet

- a. Throughout the **policy year you** must
 - i. take all reasonable steps to maintain **your pet's** health; and
 - ii. be fully compliant with the provisions of the Animal Welfare Act 2002, Control of Dogs Regulations 2001 and any other relevant legislation or regulations; and
 - iii. take all reasonable steps to prevent **injury, illness** and loss of **your pet**;
- b. **You** must arrange and pay for **your pet** to have a yearly dental examination and any treatment normally recommended by a **vet** to prevent **medical conditions**. Any **veterinary treatment** recommended as a result of the dental examination must be carried out as soon as possible. Dental treatment for a dental **medical condition** will not be covered if this examination has not been carried out in the 12 months prior to the **clinical signs** of the **medical condition**;
- c. **You** must keep **your pet** vaccinated against the following:
 - i. Dogs: Distemper, hepatitis, leptospirosis, parvovirus, sand fly leishmaniasis, rabies (if travelling) and kennel cough;
 - ii. Cats: feline panleukopenia (feline infectious enteritis), feline herpes virus and calicivirus (cat flu), feline leukaemia and feline chlamydophilosisas well as others that might be necessary to administer at any time as recommended by the Malta Veterinary Regulation Directorate. **You** may be required to prove that vaccinations have been annually administered by showing **us your pet's** vaccination certificate. If **you** do not keep **your pet** vaccinated, **we** will not pay any claims that result from any of the above **illnesses**;
- d. **You** must arrange for a **vet** to examine and treat **your pet** as soon as possible after it shows **clinical signs** of an **injury** or an **illness**, and follow any advice they give. If **you** do not follow the vet's advice **we** will not pay any claims relating to that **illness** or **injury**.

3. Renewing your policy

If **we** offer further periods of insurance **we** will write to **you** before the policy expires with full details of **your** premium and policy conditions for the next **policy year**. **We** may change the premium, **excesses** and policy terms and conditions and place special exclusions and/or limitations because of **your pet's** claims and veterinary history. **We** also have the right not to invite renewal and **we** will notify **you** in writing of any such action.

4. Claiming

a. Preauthorisation

You must obtain **our** preauthorisation of the following claims for **veterinary treatment**:

- i. **Veterinary treatment** which involves:
 1. An overnight stay in any clinic or hospital; or
 2. A surgical procedure (including any dental procedure) involving the administration of general anaesthetic;
- ii. **We** will not guarantee on the phone if **we** will pay a claim. **You** must wait for our written preauthorisation of claims where this is required or **you** must send **us** a claim form that has been fully completed and **we** will then write to **you** with **our** decision.

b. Circumstances which may lead to a claim

In all cases, other than **veterinary treatment** claims which do not require pre-authorization, **you** must let **us** know of any circumstances which are likely to lead to a claim.

c. Full Information

When **you** claim **you** agree to give **us** any information **we** may reasonably ask for. Documentation generally required to support **your** claims is shown in the Claims Documentation Section.

d. Time limit for claiming

Completed claim forms must be sent to **us** as soon as possible and no later than two months from the date the **veterinary treatment** was received or expenses were incurred.

e. **Other Insurance and our rights of recovery**

- i. **We** will not make any payment for any claim that results from an incident covered by any other insurance;
 - ii. If **you** have any legal rights against another person in relation to **your** claim, **we** may take legal action against them in **your** name at **our** expense. **You** must give **us** all the help **you** can and provide any documents **we** ask for and should **you** fail to give **us** all information required about any involved third parties or fail to assist **us** in any potential recovery, **we** reserve the right not to pay benefit.
- f. **Appointment of independent vet**
We can appoint and pay for an independent **vet** to advise **us** on the medical issues of any claim. If required by **us**, the **vet** will also medically examine **your pet** and provide **us** with a report. **You** must cooperate with the independent **vet** otherwise **we** will not pay the claim.

5. Fraud

Fraud increases **your** premium and the premiums of all **Policyholders**. If **you**:

- provide **us** with false information;
- make a false or exaggerated claim with **us**; or
- make any claim with **us** which involves **your** dishonesty,

we will not pay **your** claim and **we** may void **your** policy and inform the authorities. If **we** pay a claim and subsequently find the claim was fraudulent, **you** must repay **us** the full amount.

6. Veterinary information

You agree that any **vet** has **your** permission to release any information **we** ask for about **your pet**. If the vet makes a charge for this, **you** must pay the charge.

7. Overseas Travel Cover

Some sections of **your** policy may provide overseas travel cover where this is applicable to **your plan**. Travel cover is limited to the **agreed countries** for a maximum of 90 days in each **policy year**. While **your pet** is outside **Malta**, **your pet** must have a pet passport and if **your pet** is a dog must have tapeworm treatment and comply with European Union regulations for the countries visited. **You** agree to pay the translation costs for any claim documentation not written in English.

8. Contract and Jurisdiction

- a. **Maltese** law applies to this insurance contract and the contract is governed by and according to **Maltese** law and is subject to the exclusive jurisdiction of the **Maltese** courts;
- b. The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from
 - i. a court within **Malta** or, solely if Section 7- Overseas Cover is applicable to **your** plan, within other **agreed countries**; or
 - ii. in arbitration in **Malta** under **Maltese** statutory provisions;Furthermore the indemnity shall not apply to:
 - iii. a judgement, order or award obtained in **Malta** for the enforcement of a judgement or arbitration award obtained elsewhere except, solely if Section 7 - Overseas Cover is applicable to **your** plan, in other **agreed countries**; or
 - iv. to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta** or; solely if Section 7 - Overseas Cover is applicable to **your** plan, in other **agreed countries**;
- c. Unless **we** agree otherwise the language of the policy and all communications relating to it must be in English.

9. Your residence

- a. **You** and **your pet** must live in **Malta** and **your pet** must not travel abroad for more than 90 days in any one year;
- b. If **your** address or the address of **your pet** changes, **you** must advise **us** as soon as possible as this may affect the insurance cover provided.

10. Cancellation Rights

- a. If, after receiving **your** Pet Insurance Certificate and full policy terms and conditions, **you** are not happy, **you** have 14 days during which **you** can cancel the policy from its original date. In this case **we** will cancel **your** policy and that will mean that **you** will not have been covered by **us** and, provided no claims have been made, **you** will receive a full refund of any premium paid, excluding any government document duty. **You** may contact **us** as

per **our** contact information on the last page of this policy booklet.

- b. **You** may cancel **your** policy outside the 14 day period mentioned in (a) above by writing to **us** and, provided **you** have not made a claim in the relevant **policy year**, **we** may give **you** a refund of the money **you** have paid for the period of cover after the cancellation date;
- c. **We** may cancel **your** policy at any time by giving **you** 7 days' notice in writing to the last address **you** have given **us**. **We** will give **you** a refund of the money **you** have paid for the **policy year** after the cancellation date;
- d. If **you** act dishonestly or fraudulently, then this policy is automatically cancelled and no return premium will be due and no claims will be paid;
- e. If **your** policy is cancelled or comes to an end for any reason, all cover for **your pet** will stop on the date the policy is cancelled/ends and no further claims will be paid including those claims for on-going **veterinary treatment** and the like.

11. 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**.

Claims Documentation

Please also see General Condition 4.

This section tells you what **you** will need to send **us** if **you** need to make a claim.

Preauthorisation

When **veterinary treatment** involves an overnight stay in any clinic or hospital; or a surgical procedure (including any dental procedure) involving the administration of general anaesthetic, **You** must phone us on 23 43 53 63 for **our** instructions on how to proceed (see General Condition 4(a)).

Requesting a claim form:

- Most claim forms can be downloaded from **our** website: www.atlas.com.mt;
- Veterinary practices may have a supply of claim forms and some are able to submit them electronically;
- If you would like **us** to send **you** a claim form please contact **us** by telephone, email or in writing.

What documentation is required?

It's easy to make a claim with **Atlas**. Simply send **us your** completed claim form along with the supporting documentation listed on the next page. Please make sure **your** claim form is completed fully by both **you** and, if applicable, **your vet**, as we need this information in order to process **your** claim. If any information is missing, **we** will return the claim form to **you** which will unfortunately delay **your** claim. It is important to be aware that **your** insurance does not cover any charges made for the completion of claim forms or the cost of any supporting documentation.

Supporting Documentation

| | |
|---|--|
| Vet fees | <ul style="list-style-type: none"> • The vet practice must complete the relevant section of the claim form; • Please send us receipts and all corresponding invoices from the vet practice which show what you are claiming for; • For vet fees, if the claim is for treatment in an agreed country, you need to provide the booking invoice for your journey or any other official documents which show the dates of your journey. |
| Accidental death | <p>A certificate from your vet certifying the cause of death. If your pet has had to be put down following an injury for humane reasons, the vet must certify this to be the case.</p> |
| Advertising and reward | <p>You must phone us on 23 43 53 81 for the approval of any reward before you advertise it.</p> <p>Please send us:</p> <ul style="list-style-type: none"> • A police report and proof that you have notified the relevant authorities; • The receipts and all corresponding invoices to show the costs involved including the receipt of any reward paid; and • If the loss or theft happened during your journey, the booking invoice for your journey or any other official documents which show the dates of your journey and if applicable the police or operator's report. |
| Third party liability | <p>Please send us all correspondence, writs, summons or any other legal documents as soon as you receive them. You must not respond to any of these documents.</p> |
| Boarding fees/ Daily Minding | <ul style="list-style-type: none"> • Your doctor should complete the relevant part of the claim form • Please send us: <ul style="list-style-type: none"> • The receipts and all corresponding invoices from the boarding establishment or written confirmation from the person looking after your pet indicating the relevant dates; • The discharge certificate from the hospital that confirms that dates of your admission and subsequent discharge from the hospital. |
| Holiday cancellation | <p>Please send us:</p> <ul style="list-style-type: none"> • The booking invoice and cancellation invoice from the holiday sales organisation. The invoices must show the date of the booking, the dates of the journey, the total costs of the holiday, the date you decided to cancel or return home and any expenses you cannot recover; • If you are claiming for extra travel costs, the receipts for your expenses; • If you are claiming for cancellation/curtailment of a journey you must support your claim with evidence from a vet that the pet was suffering from a life threatening condition or required lifesaving surgery. |
| Emergency repatriation, quarantine expenses and loss of pet passport | <p>Please send us:</p> <ul style="list-style-type: none"> • The booking invoice or another official document showing the dates of your journey; • The receipts and all corresponding invoices to show the costs involved and that these were reasonable and necessary; • Official documentation to certify any theft or loss of the pet passport was reported to the police or the ship, aircraft, train or coach operator if the loss or theft happened while you were travelling with them; • Written evidence that your pet's microchip was found to be in working order within 14 days prior to the commencement of a journey. |

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.

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

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

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 complaints@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, N/S in Regional Road, Msida MSD1920, 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 complaints@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 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