

Atlas Simplybuildings *Policy*

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Your Policy - The Contract of Insurance

Welcome to **your** Simplybuildings Policy.

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

Your policy consists of:

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

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

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

About your Policy

Definitions

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

buildings

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

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

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

outbuildings

are

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

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

business use

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

communicable Disease

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

endorsement

means any change to the terms of the policy.

full value

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

in the course of construction and/or alteration

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

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

incident excess

means

- the first €250 of each and every loss while the **buildings** are **in the course of construction and/or alteration**;
 - the first €250 of each and every loss while the **buildings** are **unoccupied**;
 - the first €100 of each and every other loss;
- unless changed by **endorsement**.

Malta

means the Republic of Malta.

period of insurance

means the dates shown on the **schedule** or by **endorsement**.

private residence

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

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

Unless otherwise stated by **endorsement**, the **private residence** must be

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

proposal

means

- the proposal form that **you** have completed or has been completed on **your** behalf and which **you** have signed; and/or
- the Statement of Fact which lists the answers to the questions **you** were asked and the agreement to declarations when applying for this insurance online; and
- any other information given to **us** by **you** or on **your** behalf.

schedule

means the most recently updated **schedule** and indicates:

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

terrorism

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

unoccupied

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

us/we/our/Atlas/the company

refers to Atlas Insurance PCC Limited.

you/your

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

Layout - How to read your policy

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

What is covered	What is not covered (specific exclusions)
This is printed on a white background and gives detailed information on the insurance provided.	This is shown on this background and draws your attention to what is not included in the scope of your policy.

There are also a set of other exclusions on page 14.

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

Claims Conditions

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

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

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

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

You should always immediately:

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

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

What you must do after making your claim:

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

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

What you must not do:

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

Our rights:

We are entitled to:

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

Fraud

You must not act in a fraudulent manner.

If **you** or anyone acting on **your** behalf

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

How We settle claims

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

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

1. Matching sets, suites, fitted carpets and parquet

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

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

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

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

Provided that

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

b) the property has been maintained in good repair,

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

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

3. Other insurance policies

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

Other Conditions

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

1. Keeping your sums insured at the correct level

You must at all times keep the **buildings** sum insured at a level which represents the **full value**.

This is not necessarily the market value.

2. Changes in your circumstances

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

3. Contract clause

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

4. Maltese jurisdiction clause

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

5. Change of interest

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

6. Taking care of your property

- a) **You** must take and cause to be taken all reasonable precautions to avoid injury, loss or damage and take and cause to be taken all practicable steps to safeguard all the property insured from loss or damage;
- b) **You** must maintain all the property in good repair;
- c) If **you** discover any defect in any property insured, **you** must remedy such defect as soon as possible.

7. Cancellation

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

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

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

- b) Following the 14 days mentioned in (a) above,
- (i) **you** may cancel the policy at any time by giving 7 days' notice in writing. **We** will calculate the premium for the period **you** have been insured and refund any balance;
 - (ii) **we** may also cancel the policy by sending 7 days' notice in writing to the last address **you** have given **us**. **We** will calculate the premium for the period **you** have been insured and refund any balance.
- If a claim has been submitted during the current **period of insurance** no premium refund will be given.

8. Arbitration Clause

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

9. Bank Interest

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

10. Unoccupancy Conditions

When the **private residence** is **unoccupied**, the water supply must be turned off at the main stopcock.

Insurance Provided

What is the most We will pay?

We will not pay more in total than the **buildings** sum insured shown in the **schedule** for any one claim under Causes 1-10 and Additional Benefits 12, 13 and 14. We will pay, in addition, any amount due under Additional Benefits 11 and 15.

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

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

What is covered	What is not covered (specific exclusions)
Loss or damage to the buildings by the following causes:	See also General Other Exclusions on Page 14.
Causes 1. Fire, explosion, lightning, thunderbolt, earthquake, subterranean fire.	
2. Smoke.	
3. Storm or flood.	3. a) Loss or damage <ul style="list-style-type: none"> • to gates, hedges, fences unless the main structure of the buildings is damaged at the same time; • to rubble walls (tas-sejjieh); • by subsidence, ground heave, settlement, shrinkage or landslide; • by rain except rain entering the buildings through openings made in their fabric by the direct force of a storm; • while the buildings are in the course of construction and/or alteration; b) The incident excess .
4. Riot, civil commotion, strikes, labour and political disturbances.	4. The incident excess .
5. Malicious persons.	5. The incident excess .

<p>6. Escape of water from:</p> <p>i. a fixed: water installation, drainage installation, heating installation;</p> <p>ii. a washing machine or dishwasher.</p> <p>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but we will not pay more than €1,250 in any one period of insurance.</p>	<p>6. a) Loss or damage to the installation or appliance including all costs related to their repair or replacement if caused by normal wear and tear or defect in construction or installation;</p> <p>b) The incident excess.</p>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage</p> <ul style="list-style-type: none"> • while the buildings are in the course of construction and/or alteration; • while you are lending, letting or sub-letting your private residence in whole or in part.
<p>8. Collision or impact by vehicles, aircraft or aerial devices or anything dropped from them.</p>	<p>8. The incident excess.</p>
<p>9. Breakage or collapse of radio, television or satellite dish aerials and their fittings and masts.</p>	<p>9. a) Loss or damage to the aerial itself and its fittings and masts;</p> <p>b) The incident excess.</p>
<p>10. Falling trees, lamp posts, electricity, flag and telephone poles or any part of them.</p>	<p>10. a)</p> <ul style="list-style-type: none"> • Loss or damage to the trees, posts or poles themselves; • Costs of removal if the fallen tree, pole or post has not caused damage to the buildings; <p>b) The incident excess.</p>
<p>Additional Benefits The following Additional Benefits are included in this policy:</p>	
<p>11. Debris removal and building fees If there has been damage which is covered under this policy we will pay for:</p> <p>i. the cost of clearing debris from the site or demolishing or shoring up the buildings;</p> <p>ii. architects', surveyors', consulting engineers' and other fees which you have to pay to reinstate the buildings but not for preparing any claim;</p>	<p>11. a) Costs of complying with government or local authority requirements if notice of these requirements has been served to you before the loss or damage;</p> <p>b) Costs which relate to undamaged parts of the buildings.</p>

<p>iii. the additional cost of reinstating the buildings that you have to pay to comply with building and government regulations and local authority by-laws;</p> <p>You must obtain our consent before any work of this kind commences unless immediate action is required in the interests of safety.</p> <p>We will not pay more than 10% of the buildings sum insured for any one claim.</p>	
<p>12. Damage to services</p> <p>Accidental damage to:</p> <ol style="list-style-type: none"> i. cables; ii. drain inspection covers; iii. underground drains, pipes or tanks providing services to or from the buildings and for which you are legally responsible. <p>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but we will not pay more than €1,250 in any one period of insurance</p>	<p>12. a) Accidental damage resulting</p> <ul style="list-style-type: none"> • during repair or maintenance work to pipes and cables; • while the buildings are in the course of construction and/or alteration; <p>b) The incident excess.</p>
<p>13. Glass and sanitaryware</p> <p>Accidental breakage of:</p> <ol style="list-style-type: none"> i. fixed glass in windows, doors, fan-lights, skylights; ii. fixed sanitary ware and bathroom fittings. 	<p>13. a) Accidental damage while the buildings are in the course of construction and/or alteration;</p> <p>b) The incident excess.</p>
<p>14. Purchaser's interest clause</p> <p>If you have contracted to sell the buildings at the time of a loss covered by this policy and the contract of sale is finalised prior to payment under the policy, we will pay the purchaser for such loss or damage subject to:</p> <ol style="list-style-type: none"> i. your rights and liabilities and those of the company not being affected; ii. the amount payable being limited to the extent of the purchaser's financial interest or the buildings sum insured whichever is the lower amount; iii. there not being any other insurance on the buildings 	

15. Building owner's liability

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

- i. death, bodily injury or illness of any person not in **your** employment;
- ii. damage to material property not belonging to **you** or in **your** custody or control or in that of **your** domestic staff;

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

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

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

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

15. Legal liability to pay compensation costs arising from:

- a) **your** death, bodily injury or illness;
- b) any wilful or malicious act;
- c) any trade, business, profession or employment in the **private residence** while **you** are still living in it;
- d) the occupation of the **private residence** (including its land);
- e) the ownership, possession or use of
 - i. mechanically or electrically propelled vehicles (which includes motor cycles and children's motor cycles and motor cars), caravans or trailers;
 - ii. aircraft (including model aircraft and drones), watercraft and hovercraft;
 - iii. firearms;
 - iv. animals;
- f) the transmission of a **communicable disease**;
- g) any agreement or contract unless liability would have existed otherwise;
- h) the ownership of the **private residence** (including its land) when it is **in the course of construction and/or alteration**;
- i) **you** lending, letting or sub-letting **your private residence** in whole or in part.

We also exclude the amount of the **incident excess** in respect of each and every occurrence.

Other Exclusions

1. Sonic booms

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

2. Nuclear risks

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
 - b) any legal liability;
- directly or indirectly caused by or contributed to by or arising from:
- i. ionising, radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

3. Hazardous Materials

We will not pay for:

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss;
 - b) any legal liability;
- directly or indirectly caused by or contributed to by or arising from the use, manufacture, storage, filling, breaking down or transport of high explosives including pyrotechnic materials in or about the **private residence**.

4. War risks and Terrorism

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

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power, martial law;
- b) **Terrorism** or any action taken in controlling, preventing or suppressing any acts of **Terrorism** or in any way relating to any act of **Terrorism**.

5. Pollution and Contamination

We will not pay for loss, damage or liability arising directly or indirectly from pollution or contamination unless caused by a sudden and unforeseen and identifiable incident.

6. Sanction Clause

We will not pay for any claim or any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

7. Other

We will not pay for:

- a) depreciation in value of property or any consequential loss (including reduced value after the property has been repaired or replaced);
- b) destruction, damage or liability occurring before the cover under **your** policy started;
- c) loss or damage caused deliberately by **you**;
- d)
 - i. legal liability arising directly or indirectly from and/or
 - ii. damage or contamination to computers or computer equipment by:
 - erasure or distortion of data;
 - accidental erasure or mislaying or misfiling of documents or records;
 - viruses and similar mechanisms or hacking.

8. Detention or Confiscation

We will not pay for any loss, damage or liability occasioned by or happening through confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

Data and Privacy Protection

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

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

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

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

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

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

You can withdraw **your** consent to **Atlas** processing **your** personal information which is processed with **your** consent, e.g. direct marketing, at any time. **You** have the right to access **Your** personal data and ask **Atlas** to update or correct the information held or delete such personal data from **our** records if it is no longer needed for the purposes indicated above. **You** may exercise these and other rights held in **Atlas**'s Data Protection and Privacy Statement, by contacting **our** Data Protection Officer at The Data Protection Officer, Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta or email dpo@atlas.com.mt. Please note, however, that certain personal information may be exempt from such access, correction or erasure requests pursuant to applicable data protection laws or other laws and regulations.

If **you** and **others** consider that the processing of personal data by **Atlas** is not in compliance with data protection laws and regulations, **you** and **others** may lodge a complaint with **us** and/or the Office of the Information and Data Protection Commissioner by following this link <https://idpc.org.mt/en/Pages/contact/complaints.aspx>

If **you** wish to view the full **Atlas**' 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

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 Arbitrator (Office of the Arbitrator for Financial Services, 1st Floor, N/5 in Regional Road, Msida MSD1920, Malta, telephone 8007 2366 or 21249245 or complaint.info@financialarbitrator.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
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87-89 Vjal Kristu Re
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Birkirkara

1 Mannarino Street
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Bormla

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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
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Rabat

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San Ġwann

Naxxar Road c/w Bernardette Street
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St Paul's Bay

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Żebbuġ

148 Vjal il-Helsien
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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