

# Purchase Protection Insurance *Policy Terms*

HSBC Bank Malta p.l.c. - Premier Cardholders



[atlas.com.mt](https://atlas.com.mt)



## **HSBC Bank Malta p.l.c. Premier Cardholders Purchase Protection Insurance Policy Terms**

**Purchase Protection Insurance is provided and underwritten by  
Atlas Insurance PCC Limited (Atlas) and not by HSBC.  
Atlas issues a policy to HSBC Bank Malta p.l.c.  
under reference number: 167064 411 001  
(Policy Contract Period effective from 01.01.2025 until 31.12.2027)**

The Terms and Conditions of **Your** Atlas Purchase Protection Insurance cover are laid out in this document.  
Please note that HSBC Bank Malta p.l.c. assumes no liability or responsibility for any of the contents within the **Atlas** Policy Terms and Conditions as reproduced in this document.

**We** also wish to inform **You** that HSBC Bank Malta p.l.c. has no authority or remit on any decision taken by **Atlas** in respect of any claim and no advice is given on the contract of insurance.

**Please read Your Policy carefully to familiarise Yourself with  
the Policy Terms and Conditions**

Please note that the free Purchase Protection Insurance may include a number of limitations and exclusions and it is very important that **You** contact Mediterranean Insurance Brokers (Malta) Limited (**MIB**) if **You** have any queries.

May **We** also remind **You** of **Your** obligations to take reasonable precautions to ensure the safety and supervision of **Your** property.

### **This Policy is underwritten by Atlas Insurance PCC Limited**

Atlas Insurance PCC Limited as a cell company authorised under the Insurance Business Act 1998 to carry on general business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

**HSBC Bank Malta p.l.c.**  
**Premier Cardholders**  
**Purchase Protection Insurance Policy Terms**  
**Applicable in respect of Retail Purchases from**  
**the 01.01.2025 until 31.12.2027 (both dates inclusive)**

## **Introduction and Eligibility**

As a Premier **Cardholder**, **You** are entitled to benefit from free purchase protection insurance cover under the policy issued to the **Bank** from the **Entry Date** for purchases made anywhere in the World.

The intention of this document is to provide **You** with details of the insurance cover provided.

**Atlas** strongly recommends that **You** read this document so as to familiarise **Yourself** with the policy benefits, terms and conditions.

It is also recommended that **You** keep this document in a safe place.

## **Cover**

**Atlas** will, at its option, either pay the **Cardholder** in cash for the amount of the loss, theft or damage or repair, reinstate or replace **Retail Purchases** paid for with the **Card** anywhere in the world provided that the loss, theft, or damage occurs during a specified period from the **Date of Purchase**.

## **Policy information / Claims**

Should **You** require any clarification or if **You** need to make a claim **You** are kindly requested to contact:

**Mediterranean Insurance Brokers (Malta) Limited** (*referred to as **MIB** in this document further on*).

Zentrum Buildings Centre, Level 2,

Mdina Road,

Qormi QRM9010

**Tel: +356 2343 3234 or email: [hsbcclaims@mib.com.mt](mailto:hsbcclaims@mib.com.mt)**

HSBC Bank Malta p.l.c. may also be contacted by visiting **Your** local branch and/or by calling the dedicated 24/7 Premier Customer Service on +356 2148 9100 for further support or assistance.

## **The Law applicable to the contract**

This insurance policy is a **Maltese** contract and shall be governed by and according to **Maltese** law. Without prejudice to any arbitration proceedings in **Malta** under current statutory provisions, this policy is subject to the exclusive jurisdiction of the **Maltese** courts.

The indemnity provided in this policy shall apply only to judgements, orders or awards that are delivered by or obtained from a court within **Malta** or in arbitration in **Malta** under **Maltese** statutory provisions.

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## Definitions

Any word or expression to which a specific meaning has been attached, will bear the same meaning throughout this document. For ease of reading, the definitions are highlighted by the use of **bold** print and will start with a capital letter.

### **Insured**

means the **Bank** for the benefit of all **Cardholders**.

### **Account**

means a **Card** account

### **Account Holder**

means a **Cardholder** in whose name the **Bank** maintains an **Account**.

### **Atlas**

means Atlas Insurance PCC Limited 48-50, Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 Malta.

### **Bank**

means HSBC Bank Malta p.l.c. of Registered Address 116 Archbishop Street, Valletta, Malta

### **Card**

means a valid HSBC Premier Debit and/or Credit Card.

### **The Cardholder/You/Your**

means a natural person who has been issued with a **Card** by the **Bank** including any natural person who is a supplementary cardholder.

### **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.

### **Date of Purchase**

means the date when the **Retail Purchase** is approved by the **Bank** and recognised on the **Account**.

### **Entry Date**

means the date from which a **Cardholder** is issued with the relative **Card**.

### **Excess**

means the amount of €50 that **You** will have to pay towards each and every claim.

### **Jewellery**

means articles of gold, silver or other precious metals and/or precious stones intended for the ornamentation of the person or to be worn.

### **Malta/ Maltese**

means the islands of Malta, Gozo and Comino.

**Money**

means coins and bank notes in current use, cheques, postal orders and money orders, bearer bonds, savings stamps and certificates, stamps in current use, travel tickets, lottery tickets, petrol coupons, record tokens, book tokens or other tokens, phone cards, pre-booked entertainment and event tickets, luncheon vouchers, trading stamps, deeds, bills of exchange and travellers' cheques.

**Retail Purchase/s**

means any item/s purchased with the **Card** except those specifically excluded under Exclusions. These also include internet purchases, however, only after such purchases have been received in good condition and full functioning order.

**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.

**Unattended**

means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property or vehicle.

**Unexplained Disappearance**

means the unexplained disappearance of a **Retail Purchase** without evidence of the wrongful act of another.

**Valuables**

means **Jewellery**; other articles of gold, silver or other precious metals; watches; furs; pictures, paintings and other works of art; collections of stamps, coins and medals.

## Limits Applicable

The indemnity provided by **Atlas** shall be limited as follows:

1. up to the value of the goods shown on **Your Card** statement, subject to a limit of €1,900 for each item with a maximum payable of €9,400 any one occurrence, occurring during the period of 120 calendar days from the Date of Purchase.

**Retail Purchases** belonging to a set or pair will be covered up to the purchase price of the set or pair, provided that the items are unusable separately and cannot be replaced individually;

2. up to €14,000 in any one calendar year in the aggregate for each **Account Holder**, regardless of the number of **Cardholders** or **Cards** issued.

## General Conditions

**You** must comply with the following conditions to have the full protection of the policy.

If **You** do not comply, **Atlas** may, at **Atlas'** option, cancel the insurance in **Your** respect or refuse to deal with **Your** claim or reduce the amount of any related claim payment.

1. **Multiple Cards**

If at the time of any incident which results in a claim under this policy, **You** are eligible for cover under more than one **Card**, only one claim may be made in respect of each incident but the higher/highest benefits shall prevail.

2. **Closed or Blocked Accounts**

All cover under this policy terminates automatically in **Your** respect as soon as **Your Account** is closed. In the event that **Your Account** is blocked in the event of **Your** death, items bought as at the date of termination of **Your Account** shall continue until the expiry of the above mentioned 120 day period.

3. **Other Insurance**

If at the time of any incident which results in a claim under this policy, there is another insurance (outside this HSBC Purchase Protection Insurance Scheme) covering the same loss or damage, **Atlas** will not pay more than **Atlas'** proportional share.

## Claims Conditions

1. **You** must notify **Atlas** with full details in writing as soon as **You** reasonably can, but not later than 30 days from the discovery of any loss, theft or damage which may give rise to a claim under this policy. You will be guided accordingly on the procedure for lodging a claim under this policy.
2. In the event of loss by theft, **You** must notify the police or appropriate authorities where the incident took place within 48 hours of discovery of the loss.
3. **You** may be asked to present a sworn statement (affidavit) at **Your** expense in support of **Your** claim.
3. **Subrogation**  
**Atlas** may also take proceedings at **Atlas**' own expense and for **Atlas**' own benefit, but in **Your** name, to recover any payment **Atlas** have made under this policy to anyone else.
3. **Fraud**  
**You** must not act in a fraudulent manner. If **You** or anyone acting for **You**:
  - a) make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
  - b) make a statement in support of a claim knowing the statement to be false in any respect or
  - c) submit a document in support of a claim knowing the document to be forged or false in any respect or
  - d) make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance,then
  - **Atlas** shall not pay the claim;
  - **Atlas** shall not pay any other claim which has been or will be made by **You**;
  - all cover under this policy will cease immediately in **Your** respect;
  - **Atlas** shall be entitled to recover from **You** the amount of any claim already paid under the policy;
  - **Atlas** may inform the police of the circumstances
4. **Arbitration**  
If **Atlas** have accepted a claim under the policy and there is a disagreement over the amount to be paid to the **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 **Atlas**.

## General Exclusions

**Atlas** will not pay for:

1. The **Excess**;
2. any of the following **Retail Purchases**:
  - a) Watercraft, hovercraft, aircraft, caravans and trailers and mechanically or electrically propelled vehicles;
  - b) Living things (including plants);
  - c) Property used solely for business, trade, professional or employment purposes away from residential premises;
  - d) **Money** and documents;
  - e) **Valuables**;
  - f) Sports equipment whilst in use;
  - g) **Retail Purchases** obtained fraudulently or lost by deception;
  - h) Property not purchased in full at the point of sale with a single transaction.
3. any loss or damage:
  - a) caused by misuse or by **Your** deliberate act;
  - b) caused by or consisting of deterioration, wear and tear, vermin, insects, fungus, rot, climatic or atmospheric conditions, the action of light or any gradually operating cause;
  - c) caused by or in the process of dyeing or washing, cleaning, maintaining, repairing, restoring, altering, setting up or dismantling;
  - d) caused by or consisting of mechanical or electrical breakdown, derangement or failure;
  - e) caused by or consisting of faulty design/materials/workmanship;
  - f) caused by **Unexplained Disappearance**.
4. any loss, theft, or damage:
  - a) incurred prior to the delivery and personal acceptance by You (or anyone designated by **You** for this purpose) of the **Retail Purchases** in perfect condition;
  - b) occurring while the **Retail Purchases** are in the care, custody or control of anyone other **You**;
  - c) if **You** do not exercise reasonable care for the safety and supervision of the goods;
  - d) which is insured by another policy/ies or which would be so insured if the terms and/or conditions of such other insurance policies were not breached
  - e) directly or indirectly caused or occasioned by or happening through or in consequence of
    - i. 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
    - ii. **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. any amount/s which **You** can recover from someone or somewhere else;
6. loss or damage:
  - a) by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - b) to any property or any loss or expense resulting or arising therefrom or any consequential loss 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;
7. loss, theft or damage occasioned by or happening through riot or civil commotion outside **Malta**;
8. loss, theft or damage occasioned by or happening through or during confiscation or detention by customs or other officials or authorities;

9. depreciation in value of property or any consequential loss (including reduced value after items have been repaired or replaced);
10. theft of property
  - a) while left **Unattended** in an unlocked hotel room; or
  - b) in an **Unattended** motor vehicle unless stolen from
    - a locked and concealed boot; or
    - a locked and concealed luggage compartment; or
    - a closed glove compartment of a locked vehicle which has been broken into by using force and violence;
11. 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;
12. claims arising directly or indirectly from the transmission of a **Communicable Disease**.
13. claims arising directly or indirectly from:
  - a) any **Cyber Act** or **Cyber Incident**;
  - b) any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**;
  - c) **Loss of Data**.

***Definitions related to General Exclusion 13:***

**Computer System**

means any computer, hardware, software, communications system, electronic devices, server, cloud or microcontroller including any similar system and all related configuration including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act**

means an unauthorised, malicious or criminal act or series of related acts including any threat or hoax thereto involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident**

means

- an error or omission or series thereof involving access to, processing of, use of or operation of any **Computer System**; or
- an episode or series of related episodes of partial or total unavailability or failure to access, process, use or operate any **Computer System**.

**Data**

means Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, assessed, processed, transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Protection and Compensation for Cardholders

Under the Protection and Compensation Fund Regulations 2003, should Atlas Insurance PCC Limited be unable to meet all its liabilities to policyholders, compensation may be available. Full details are available on the Malta Financial Services Authority website [www.mfsa.com.mt](http://www.mfsa.com.mt)

## Data and Privacy Protection - Atlas Insurance PCC Limited

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** 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](mailto: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.

# Data and Privacy Protection - Mediterranean Insurance Brokers (Malta) Limited

## Introduction

For the purpose of this section:

- All companies forming part of the MIB Insurance Group are hereinafter referred to as '**MIB**', '**Us**', '**Our**' or '**We**'; and
- all **Cardholders** are referred to as '**You**', '**Your**'.

**MIB** recognise that **Your** privacy is important.

It is our objective to protect both the privacy and the confidentiality of **Your** Personal Data that **We** as a company process in connection with the services **We** offer.

**MIB's** services consist mainly of insurance & reinsurance broking, risk management, risk consultancy & advisory services, insurance underwriting and insurance claims management.

MIB Insurance Group consists of MIB Management Services Limited (C-36808), Mediterranean Insurance Brokers (Malta) Limited (C-3540) and MIB Insurance Agency Limited (C-42111).

Further to this, for **MIB** to arrange insurance cover and handle insurance claims, **We** are required, together with other players in the insurance industry, to use and share Personal Data. Throughout the insurance lifecycle, with respect to prospective or actual policyholders, beneficiaries under a policy, their relatives, claimants and other parties to a claim, **MIB** will receive Personal data. Moreover, references to 'individuals' in this statement includes any living person from the preceding list, whose Personal Data **MIB** receives in connection with the services it provides under its engagements with its clients.

This Privacy Policy lays out **MIB's** uses of this personal data and the disclosures it makes to other insurance market players and other third parties.

## Contact Information

Mediterranean Insurance Brokers (Malta) Limited. Zentrum Business Centre, Level 2, Mdina Road, Qormi QRM9010 are the data controllers in respect of the Personal Data **We** receive in connection with the services provided under the relevant engagement with **Our** clients.

## Types of Personal Data Processed

**MIB** collects and processes various Personal Data, of which, such data may fall under one of the following categories:

- Individual – Name, address, other contact details (including email and telephone details, amongst others), family details, date & place of birth, gender, marital status, employer, relationship to the policyholder, job title & employment history, claimant, beneficiary or insured.
- Identification – Identification numbers issued by government agencies (including ID number, social security, passport number, driver's license number, amongst others).
- Financial – Bank account details, payment card details, income and other information pertaining to financial personal data.
- Insured Risk (Health Data) – Existing or former physical/ mental medical conditions, medical procedures history, personal habits relevant to insurance (including smoking, consumption of alcohol, amongst others), disability information, prescription information and medical history.
- Insured Risk (Criminal Records) – Criminal proceedings resulting in convictions (including driving offences, amongst others).
- Insurance Contract (Policy) – Details pertaining to quotes individuals receive and policies obtained by said individuals.
- Credit & Anti-Fraud – Fraud convictions, crimes and sanctions received from various sources (including regulators, amongst others) and credit history.
- Loss history – Previous claims history (including criminal records information, health data and other special categories).
- Existing claims – Current claims information (including criminal records information, health data and other special categories).
- Marketing – In certain scenarios where consent is required, whether the person has consented to receive marketing from **MIB**.

- Website & communication – Information of **Your** visits to **Our** websites and any information collected using cookies and other tracking technologies (including **Your** IP address & domain name, operating system, traffic data, web logs, amongst others).

## Personal Data Sources

**MIB** collects and receives various Personal Data from various sources, such as:

- Individuals and their family relatives via telephone, written communication and/or online.
- Individuals' employers.

- Individuals' trade or professional associations of which they are a member of.
- In the event of a claim, 3rd parties including the other party to the claim (claimant/defendant), witnesses, experts (including medical experts), loss adjusters, lawyers and claims handlers.
- Other insurance market players, such as insurers and reinsurers, amongst others.
- Credit reference agencies (to the extent **MIB** is taking any credit risk).
- Anti-fraud databases and other third-party databases, including sanctions lists.
- Government agencies, such as vehicle registration authorities and tax authorities.
- Claim forms.
- Public accessible information such as open electoral registers.
- Business information & research tools.
- Introducers; and
- Website forms.

### **Purpose and use of Personal Data**

In accordance with the General Data Protection Regulation, an entity requires certain legal grounds to be legally permitted to process Personal Data. In this section, the purposes for which **MIB** uses Personal Data, how such data is shared, and the legal basis upon which **We** process the information is explained. Kindly note that **MIB** will disclose Personal Data internally (that is, to the extent of the company) and, if necessary, to contractors, service providers and other entities that perform activities on **Our** behalf.

### **Consent**

In order to facilitate the insurance cover and the processing of insurance losses, unless another legal ground applies, **MIB** relies on the data subject's consent to process. It may be necessary that **We** require consent in order for **Us** to be able to share information with other players of the insurance industry, such as insurers, reinsurers and intermediaries, that need to process the information to properly undertake their role. **MIB** relies on **Your** consent, unless another legal basis is satisfied, to process special categories of personal data (including Criminal Records Data) and profiling.

**You** may withdraw **Your** consent to such processing at any time by notifying **Our** Data Protection Officer using the contact details found in the 'Contact' section below. Please understand that such withdrawal is unconditional, and therefore concerned insurers or reinsurers would be prohibited from continuing to provide **You** with an insurance cover.

In the scenario that **You** provide **MIB** with data pertaining to another person other than **Yourself**, **You** agree to inform such other person of **Our** use of their Personal Data and to obtain such consent on our behalf.

### **Profiling**

Insurance market players calculate premiums by benchmarking client's attributes against other clientele's attributes and propensities for the eventuality of insured events. This provides insurance market participants to analyze and collect data of all concerned insureds, beneficiaries or claimants to model such propensities. Accordingly, such information may be used by **MIB** in order to match and ultimately create the models required, and subsequently used, to formulate the premium pricing. Special Categories of personal data and Criminal Records information may be used by **MIB** in such modeling process.

### **Safeguards**

**MIB** ascertains that Personal Data is secure by having electronic, physical and procedural safe-guards in place. These safeguards will vary depending on the sensitivity, format, location, amount, distribution and storage of the Personal Data, and include measures designed to keep Personal Data protected from unauthorized access. If appropriate, the safeguards include the encryption of communications via Secure Sockets Layer, encryption of information during storage, firewalls, access controls, separation of duties, and similar security protocols. **We** restrict access to Personal Data to personnel and third parties that require access to such information for legitimate, relevant business purposes.

### **Retention Periods**

**Our** retention periods for Personal Data are based on commercial factors and legal requirements and is in normal circumstances that of 10 years. **We** retain Personal Data for as long as is necessary for the processing purpose for which the information was collected, and any other permissible, related purpose including but not restricted to compliance with legal obligations. In the scenario that Personal Data is no longer required, **MIB** either irreversibly anonymizes the data or entirely deletes such data.

### **Personal Data transfers (Cross-Territorial)**

In order to provide the required services **MIB** may transfer Personal Data to, or permits access to Personal Data from, countries outside the European Economic Area (hereinafter referred to as EEA). **MIB** cannot guarantee that these countries' data protection mechanisms and legislation offer the same level of protection for Personal Data as offered in the EEA. **We** have taken all measures possible to safeguard **Your** Personal Data as set out in this Privacy Policy Statement by recipient entities outside the EEA. The European Union allows **Us** to freely transfer Personal Data to certain countries outside the EEA. These

countries have been approved by the European Union Commission and classified as providing essentially equal protections as the data protection offered by EEA data protection legislation.

### **Your Rights**

**MIB** strives to maintain Personal Data that is updated and complete. If **You** need to update **Your** Personal Data, kindly contact **Us** at [dataprotection@mibgroup.com.mt](mailto:dataprotection@mibgroup.com.mt) to have such information updated. Under certain conditions, individuals have the right to request **MIB** to: 1. Further explain how **MIB** uses and processes their Personal Data; 2. Provide details of the Personal Data **We** possess about the individual; 3. Update Personal Data; 4. Delete Personal Data that is no longer necessary; 5. Restrict manner Personal Data is processed whilst an individual's enquiry is being handled; 6. Withdraw consent, where such consent is the basis upon which processing is carried out; 7. Object to direct marketing 8. Object to the processing of Personal Data that **MIB** carries out on the basis of having a legitimate interest (subject to the exception that reasons for the processing outweighs the individuals' fundamental rights). These rights are subject to certain exemptions to safeguard the **MIB's** interest and the public interest. **We** will respond to most requests within 30 days.

In the scenario that **We** are unable to resolve an enquiry or a complaint, individuals have the right to contact Malta's Data Protection Regulator, the Office of Information and Data Protection Commissioner.

### **Third Party Websites**

As **You** are aware, **MIB** websites may provide links to other third party websites. Kindly note that **MIB** cannot be held liable for third party policies or processing of personal information. In light of this, **We** suggest that any third-party policies are checked prior to submitting any requested personal information.

### **Contact**

**MIB** understands that an individual may have questions, requests or complaints regarding **Our** Privacy Policy Statement (or any **MIB** privacy procedures). In such case, kindly write to our Data Protection Officer at the following address: The Data Protection Officer, Mediterranean Insurance Brokers (Malta) Limited, Zentrum Business Centre, Level 2, Mdina Road Qormi QRM9010 Malta or communicate **Your** query/concerns on; Tel: +(356) 234 33 234 Email: [dataprotection@mibgroup.com.mt](mailto:dataprotection@mibgroup.com.mt)

### **Privacy Notice Updates**

This Privacy Notice is subject to change at any time. If **We** modify **Our** privacy policy, **We** will post the updated information here, with a revised date. In the scenario that such changes are material to this privacy statement, **We** may notify **You** by posting a notice online and/or by sending an email. Whilst protecting **Your** personal data is a main concern, **We** encourage **You** to periodically review this privacy policy statement

## What You can do if You are not satisfied

For the purpose of this section, Atlas Insurance PCC Limited is hereinafter referred to as 'Us' 'We' 'Our' and Mediterranean Insurance Brokers (Malta) Limited is referred to as "MIB"

With the best will in the world, concerns about some aspects of **Our** or **MIB's** service may arise. Please help **Us** and **MIB** 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 about **Your** concerns in writing by any reasonable means and this will always be free of charge. **Your** feedback is always welcome as it enables **Us** and **MIB** to identify ways to improve service, and rest assured that **We** and **MIB** will always treat **You** fairly, equally and promptly. **We** and **MIB** 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

1. **MIB** 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 Complaints Director  
Mediterranean Insurance Brokers (Malta) Limited  
Zentrum Business Centre, Level 2  
Mdina Road  
Qormi QRM 9010  
Malta  
Tel: +(356) 2343 3234  
Fax: +(356) 2134 1596

2. If for whatever reason **Your** complaint is not resolved, 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](mailto: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. If 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](mailto:complaint.info@financialarbiter.org.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.