



Kerry London Cell
Malta Clients

Terms of Business Agreement

Client Terms of Business Agreement (Important Disclosure Document)

ABOUT US

Kerry London Cell is a Protected Cell of Jatco Insurance Brokers PCC Limited and a member of the Kelliher Insurance Group of Companies. We are authorised and regulated by the Malta Financial Services Authority (MFSA) to act as an Insurance Intermediary and to provide distribution services across the EU/EEA member states by virtue of our passporting rights.

We as an independent insurance intermediary and distributor, do not have any direct or indirect holding or voting rights in any manufacturer, insurance undertaking or a parent undertaking of such insurance undertaking, nor do any such parties have any form of direct or indirect holding in Jatco.

DISCLOSURE OF INFORMATION

We provide you with the documentation for your insurance policy(ies) as per the completed proposal/ application form together with our insurance quotation/ insurance policy certificate for the requested period as per the policy documentation. Security held with underwriters as per quotation document/ invoice(s) and/or policy documentation provided.

Please read through your policy documents and the schedules provided, including the Insurance Product Information Document (IPID), when available, or Summary of Cover Document, summarising the relevant information about the insurance policy. If these are not available, please always refer to the Policy Wording. Such documentation includes any warranties or endorsements that apply to the policy. If any terms, conditions, warranties, exceptions, exclusions and clauses are not to your satisfaction or should you need any further clarification, please contact us at your earliest convenience so that we may discuss the matter and amend accordingly.

Kindly ensure you comply with all statutory and other obligations, regulations and Health and Safety Legislation imposed by any Authority. Failure to do so may prejudice your position in the event of a claim.

Should any material fact change during the term of this policy, kindly update us with such changes as failure on your part to do so may prejudice your position with Underwriters.

Please note that underwriters may appoint their own surveyor in the event of a claim. Therefore, it is important to advise underwriters about the claim prior to commencement of any remedial actions.

INFORMATION ON INSURANCE QUOTATIONS

Before providing you with quotations, we establish an understanding of your insurance requirements. On the basis of the information you provided to us, your demands and needs have been assessed and are shown in Appendix 1 to this document. Please inform us if you do not agree with our Demands and Needs Statement.

Your quote may be issued under a Risk Transfer Terms of Business Agreement with Insurance Undertakings. Such an arrangement confirms that the insurance undertaking assumes all the credit risk emanating from premium payment. This means that our credit risk is automatically eliminated, thus rendering the requirement for the

maintenance of the 4% of the annual gross premium receivable, for solvency purposes, irrelevant. As an independent insurance broker, we shall place your interests first and hence this will not create any conflict of interest in the placement of your insurance policy.

Quotations are valid for a period of 30 days from the date of the quote. The quoted premium may change subject to review by the underwriters upon receipt of the completed and signed proposal/application form. This quotation does not replace the policy document and the binding document is the policy document issued by the underwriters. Policy inception date is to be advised. Premium including taxes and fees may be settled via bank transfer.

We strongly recommend that you go through all the policy information documents before making your final decision. We are very happy to answer any queries you may have, to assist you in making your final decision. Kindly contact us if you would like to go ahead with any of our quotes.

INSURANCE BROKERAGE SERVICES

As your appointed insurance broker, enrolled in the MFSA brokers list, we seek to act honestly, fairly and professionally in accordance with your best interests, avoiding situations of conflict of interest. Furthermore, we always aim to treat you fairly. This means that we will always endeavor to:

- Conduct our business with due skill, care and integrity;
- Not to put ourselves in a position where our duty to you is compromised;
- Deal with complaints sympathetically and independently;
- Be transparent in the manner of our remuneration; and
- Respect your confidentiality

As part of our insurance brokerage service, we approach an underwriter or underwriters, as required in order to provide you with the requested insurance cover, including various terms and conditions. The insurance policies provided are based on the information provided to us by yourself, following an assessment of your demands and needs in this regard. Underwriter(s) insuring this risk is(are) noted in the documentation provided by us. At your request, we are able to approach other insurance companies to obtain alternative quotes for you to ensure that you have the optimum cover to satisfy your needs. You are also required to advise us immediately of any material changes to the information you have already provided during the policy term and at renewal, which may affect your insurance cover, to ensure that your insurance needs are met, and that the basis of the policy remains correct at all times. If you have any queries, please do not hesitate to contact us.

As your insurance broker on this policy, we are licensed to provide advice in relation to the insurance policies sold. Our advice as independent insurance brokers, is based on fair and personal analysis, following an impartial and comprehensive analysis of the market by assessing a sufficient range of insurance products, to ensure that your needs and objectives can be suitably met.

OTHER IMPORTANT DISCLOSURES

If your insurance policy is secured with Lloyd's, kindly be aware of certain details and safeguards undertaken in the interest of Policy Holders. These are set out with the following provisions, which will be endorsed on and will form part of the Policy:-

- A. Relationship between correspondent and Lloyd's:
This document may be issued by a correspondent acting as a Coverholder under a Binding Authority with members of Lloyd's.
- B. Insurance underwritten with several liability:
A contract of insurance underwritten at Lloyd's is underwritten with several liability, each member for his own part and not one for another, and if the liability of each member is accepted, solely for his own account.
- C. Compensation for insolvency:
In the event of a particular member of Lloyd's being unable to meet its liabilities arising out of insurance business written in Malta by such member, the Lloyd's New Central Fund may be made available, at the discretion of the Council of Lloyd's, for that purpose. In addition, members of Lloyd's contribute to the Protection and Compensation Fund established in terms of Maltese Law in respect of insurance business written in Malta through Maltese coverholders approved by Lloyd's. In the eventuality of claims remaining unpaid due to the insolvency of a member of Lloyd's represented by a Maltese coverholder, limited compensation may be available to the policyholder from that Fund.
- D. Lloyd's representative in Malta:
Any summons, notice or process to be served upon members of Lloyd's may be served upon Lloyd's Malta Limited of 171, Old Bakery Street, Valletta, VLT 1455, Malta, which has authority to accept service, and to enter an appearance on behalf of those members.

Your insurance policy may be placed with an insurer not authorised by the MFSA and in such case, please note the following:

- The insurer is not an undertaking authorised under the Insurance Business Act, 1998 and consequently, the management and solvency of the insurer are not supervised by the Malta Financial Services Authority;
- If the insurer becomes insolvent, you may not be protected by the Protection and Compensation Fund established by the Insurance Business Act, 1998;
- The insurer may not have a general representative in Malta and you may have difficulty in suing or executing judgement against the insurer;
- The law applicable to the contract is outlined in your policy document, should you wish to review this, please advise us accordingly;
- Any premiums to be paid in respect of a contract and any claim that may arise out of the contract may have to be paid in foreign currency which is subject to foreign exchange rate fluctuations.

DISCLOSURE OF INFORMATION BY YOU

Kindly note that insurers must be presented with a fair and complete statement of the nature of any risk submitted to them and all circumstances material to the insurance must be disclosed. Failure to do so, both before the contract of insurance commences and throughout the duration of the contract, may prejudice your position with Underwriters. This means that a policy may be cancelled, claims may not be paid and you may encounter difficulty in trying to purchase insurance elsewhere.

REMUNERATION

Our remuneration in respect of the service provided to you is in the form of commission included in the insurance premium.

FEES AND CHARGES

We may charge a Fee in connection with the placement of any Insurance. The level of such fees will always be shown on our quotations, adjustment or renewal notices to you.

LANGUAGE

All written and verbal communications will be made in English language. The methods of communication used shall be via phone conversations, electronic mail, postal mail, or any other form of communication as necessary. In the event that this insurance policy is taken up, we will contact you on an annual basis to report on the renewal of your annual insurance policy.

CHOICE OF LAW AND JURISDICTION

The insurance policy shall be subject to the law and jurisdiction as stated in the insurance policy document.

COMPENSATION FUND

A Protection and Compensation Fund is established in Malta and may be available, if applicable, to pay for claims against an insurer, which remain unpaid because the insurer becomes insolvent. These claims must be in respect of protected risks situated in Malta.

COMPLAINTS HANDLING

Our goal is to deliver superior services to our customers and to successfully meet their needs and expectations. However, we understand that despite our best efforts, sometimes you might not be fully satisfied with some aspects of our service.

In such circumstances our staff has wide authority to settle problems and will do everything they can to help. This should be your first point of contact. In the unlikely event that your complaint is unresolved, please provide the relevant information about the reasons of your dissatisfaction including your policy number, the details of the complaint and any actions you have already taken to our Complaints Manager, Ms Roberta Saglimbene on the following email address: roberta@jatcoinsurance.com. Your complaint will be acknowledged upon receipt and we will provide information about the way we will handle your complaint and will give you a response without unnecessary delay, and where possible, not later than fifteen working days.

Any complaint relating to the terms and conditions of the policy or the cover within will be forwarded to your insurer for their actioning. If you prefer you may refer such complaints directly to the insurer under your policy.

If you are still not happy with the way in which a complaint has been handled, you may also refer your complaint to The Office of the Arbiter for Financial Services, established under the Arbiter for Financial Services Act, 1st Floor, St Calcedonius Square, Floriana FRN 1530 Malta, Freephone (for local calls): 80072366, Tel: (+356) 21249245, email complaint.info@financialarbiter.org.mt. You can download a complaint form (available in Maltese and English) from www.financialarbiter.org.mt refer to the page "For Consumers" and proceed to "Submit a Complaint".

LIMITATION OF LIABILITY

Unless otherwise agreed in writing between us, our liability to you in connection with the services described in these Terms of Business is limited to a total aggregate amount of £10m or the equivalent of such amount in Euro (€) currency as may apply at the time.

LIABILITY

We will only accept liability for wrongdoings which are due to breach of contract, negligence, breach of professional duty, or breach of trust.

We do not accept liability for losses which: are contributed to by your own negligence; arise from your failure to provide information which we have reasonably requested about your insurance risks; or which are not a reasonably foreseeable consequence of our action.

Notwithstanding the above, we place no restriction on our liability to you for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation.

All warranties, conditions and other terms implied by law are, to the fullest extent permitted by law, excluded from this agreement.

DATA PROTECTION NOTICE

By means of this Data Protection Notice we would like to provide you with information as to how and why we process your personal data as defined by the *Data Protection Act, 2018* and the *General Data Protection Regulations (GDPR) (Regulation (EU) 2016/679)*.

We process your personal data as may be necessary in order to provide you with the particular insurance product or service that you request of us and to administer the same. We process such data for the purpose of providing you with quotations, underwriting, risk assessment, claims handling and any other purpose for which we may be obliged or authorized to process such data by or under any law, statutory and/or contractual requirement, including that of preventing, detecting or suppressing insurance fraud. For these same purposes, we may need to transfer your personal data to third parties including but not limited to service providers (insurance companies and agents), surveyors, repairers, loss adjusters, investigators, credit reference agencies, bank and insurance associations. Such third parties may be local or foreign, and may form part of an international organisation or a group of companies. Personal data may also be obtained from other sources.

We remind you that you are required to provide personal data since failure to provide such data may result in not being able to provide a suitable insurance product or service. Furthermore, you are requested to notify us immediately if there is any material change in risk or change in any other personal information provided, to ensure that information held by us is accurate at all times.

We also remind you of your rights in line with data protection laws and regulations, which are as follows:

- **Right to information**, on the type of data requested, the reasons for and how we process your personal data.
- **Right of access**, which is your right to obtain from us confirmation as to whether personal data concerning you is being processed, where and for what purpose. Furthermore, upon your request, we shall provide you with a copy of your personal data, free of charge, in a structured, commonly used, electronic and machine-readable format, to ensure data transparency and data portability. We acknowledge that you have the right to transmit this data to any other party.
- **Right to object** to the processing of your personal data and to direct marketing.
- **Right of rectification/ correction** of the personal data concerning you.
- **Right to be forgotten**, that is your right to have your personal data erased, no longer processed, cease further dissemination of the data, and potentially have third parties halt processing of the data where the personal data is no longer relevant to the purposes for which the information was originally collected and processed. You can withdraw your consent or object to the processing of personal data concerning you, or where the processing of your personal data does not comply with the GDPR. At the same time, we remind you of our requirements, in terms of the *Companies Act (Cap. 486)* and the *General Data Protection Guidelines – Guidelines for the Promotion of Good Practice – Insurance Business Sector* to retain your personal data for a minimum period of ten (10) years following the lapse/ cancellation of your insurance product/ service. Your data shall be stored/ archived securely in line with GDPR requirements. Hence, erasure of personal data may be requested following this time-frame.
- **Right to withdraw consent**, to processing your personal data.
- **Right to restrict**, the processing of your personal data.
- **Right to portability**, that is your right to receive a copy of your personal data in a commonly used machine-readable format, and to request to have the data transferred to any other parties.
- **Right to object to automated decision-making**, including profiling which is the processing of personal data for the purpose of evaluating personal aspects in order to make predictions about you based on a series of statistical deductions.

Any such requests must be sent to us in writing addressed to our Data Protection Officer, Ms Aida Tortell and signed by you as the data subject.

You may also lodge a complaint with the supervisory authority, the Office of the Information and Data Protection Commissioner, Floor 2, Airways House, Triq il-Kbira, Sliema SLM 1549 Malta, if you are not satisfied with our data protection processes.

By using our services, you consent to us processing your personal data for the purposes as described in this Notice, unless you otherwise inform us in writing. Kindly note this Data Protection Notice can also be downloaded from our company website www.jatcoinsurance.com. Kindly also be informed that audio calls made from and received on the company telephone lines are recorded.

Trust you will find everything to be in good order. Whilst thanking you for your kind custom, we remain,

Yours faithfully,

A handwritten signature in black ink, appearing to be "D. Calaz".

Dean Calaz
Cell Management Committee Member

Version 2022/09

Client Signature

Name and Surname signing obo of Company Name (if applicable)

Date

Complete reassurance. Total support

