

## CLIENT TERMS OF BUSINESS AGREEMENT

This document provides you with important information about the basis on which we agree to act for you in arranging the insurance policy for you as our client.

Sure Insurance Europe Cell of Jatco Insurance Brokers PCC Ltd is an insurance broker authorised and regulated by the Malta Financial Services Authority (MFSA) in Malta and enrolled in the Brokers List. We are also authorised to provide distribution services across the EU/EEA member states by virtue of our passporting rights. These details may be checked on the Financial Services Register by visiting: <https://www.mfsa.mt/financial-services-register/>.

Sure Insurance Europe Cell of Jatco Insurance Brokers PCC Ltd is owned by Sure Insurance Services Ltd of 2 White Lion Court, Cornhill, London EC3V 3NP, U.K. which is authorised and regulated by the Financial Conduct Authority. Firm Reference Number (FRN) 402061. These details may be checked on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk).

### Our independence

We, as an independent Insurance Intermediary and Distributor, do not have any direct or indirect holding or voting rights in any Manufacturer of insurance products, insurance undertaking or a parent undertaking of such insurance undertaking, nor do any such parties have any form of direct or indirect holding in Us.

### Our Services

We always aim to treat you fairly. This means that we will always endeavour 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 matter of our remuneration; and
- respect your confidentiality.

As an independent insurance intermediary we act as your agent. However, some insurers may delegate authority to us to underwrite, bind and administer an insurance contract on their behalf, including claims support. We will notify you if your insurance contract is placed under such a delegated authority, as when conducting these activities, we will also be acting on behalf of insurers and not solely as your independent agent.

### Remuneration

Please be aware that our remuneration, as insurance brokers, in respect of the service provided to you is predominantly in the form of commission paid to us by Insurers which is included in the insurance premium which the Insurers charge you. We shall only withdraw commission after we have received the premium from you, and in accordance with MFSA regulations and agreements with Insurers. Some Insurers may pay additional amounts to us, normally at the end of an accounting period, in recognition of the profitability of a book of business we place with them and not in respect of any one policy. You are entitled, at any time, to request information on the earnings we may have received as a result of arranging your insurance. Please direct your enquiry to the Compliance Officer at our normal address.

### Charges

Where we make a charge to cover the administration of your insurance this would normally be in the region of €10 - €200 dependent upon the type of policy and the work involved. This will be notified to you before you make any commitment to purchase. Where we arrange low or non-commission paying products, we will charge an arrangement fee and will advise you of the actual amount at the time of quotation or renewal. Fees charged for arranging your Insurance will be notified to you before you make any decision to proceed. Other taxes, costs or both may exist in respect of products and services that we offer which are not paid through or imposed by us.

## **Selection of the insurance policy**

### **Demands and Needs Statement**

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 a separate document, named Demands and Needs Statement enclosed with this document. Please inform us if you do not agree with the Demands and Needs Statement.

### **Fair analysis**

As your proposed insurance broker on this policy, we are licenced to provide advice in relation to the insurance policies sold. Our advice as independent insurance brokers, is based on fair and personal analysis. As insurance brokers we are able to provide you with quotations for a selection of insurance policies following an impartial and comprehensive analysis of the market by assessing a sufficient range of products to ensure that your demands and needs may be suitably met.

For your guidance, please note that we are not making a personal recommendation on the choice of insurance product with respect to some types of insurance, for instance Medical Travel and Revisions Procedure Insurance, where we deal exclusively with a single insurer and therefore no advice is being given.. You should satisfy yourself that the product meets your requirements before proceeding.

The Underwriter(s) quoting for the requested risk are noted in the enclosed quotation document including terms and conditions for each underwriter split as premium, tax and any other fees. The quoted premium may change subject to review by the underwriters upon receipt of the completed and signed proposal form.

### **Other Important Information**

If your quotation/ insurance policy is secured by Lloyd's, in order that you may be aware of certain details and safeguards undertaken in the interest of Policy Holders, we set out the following provisions which will be endorsed on and will form part of the Policy/ies:

- A. Relationship between correspondent and Lloyd's:  
This document is 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.

### **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 make full disclosure of relevant facts, 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. Please note that underwriters may appoint their own surveyor prior to undertaking any restitution work on a property in the event of a claim.

### **Choice of Law and Jurisdiction**

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

### **Risk Transfer**

By virtue of Agreements we hold with Insurers we collect premiums and make refunds as their agent. Therefore, once we have collected premiums from you, those premiums are treated as having been paid to the Insurer. Refunds of premiums are treated as received by you when they are paid over to you. We settle premiums to Insurers after deduction of our commission and in accordance with the terms of our Agreements with those Insurers but we will not withdraw our commission until we have received the premium from you. For the purpose of some transactions, client money may pass through other authorised intermediaries before being paid to the insurer. We will retain any interest earned on monies held in the risk transfer bank account.

Such Risk Transfer Terms of Business Agreements confirm 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.

### **Complaints handling**

It is our intention to provide you with a high standard of customer service at all times. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly.

In the event of a complaint on our service to you, 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](mailto: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 Arbitrator for Financial Services, established under the Arbitrator for Financial Services Act, 1st Floor, St Calcedonius Square, Floriana FRN 1530 Malta, Freephone (for local calls): 80072366, Tel: (+356) 21249245, email [complaint.info@financialarbitrator.org.mt](mailto:complaint.info@financialarbitrator.org.mt). You can download a complaint form (available in Maltese and English) from [www.financialarbitrator.org.mt](http://www.financialarbitrator.org.mt) refer to the page "For Consumers" and proceed to "Submit a Complaint".

In respect of the Medical Travel Shield travel insurance product, which is purchased on line, it may be possible to resolve disputes by using the European online dispute resolution (ODR) platform. To access the platform please go to: <http://ec.europa.eu/consumers/odr/>.

### **Liability**

You expressly acknowledge that any and all claims (whether contractual or otherwise), actions and suits brought against, and/or liabilities of, the Sure Insurance Europe Cell shall to the extent permitted by law be limited to the assets of the Sure Insurance Europe Cell, and shall not extend to, or otherwise prejudice, Jatco Insurance Brokers PCC Limited in its own right and/or any other cells within Jatco Insurance Brokers PCC Limited and/or any subsidiary or holding company not specifically identified as being attributable to the Sure Insurance Europe Cell. For the avoidance of the doubt, you expressly agree to waive any and all rights which you may have against Jatco Insurance Brokers PCC Limited and/or any subsidiary or holding company not specifically identified as being attributable to the Sure Insurance Europe Cell, other than those rights relating to commitments entered into by Jatco Insurance Brokers PCC

Limited in relation to the Sure Insurance Europe Cell which shall, to the extent permitted by law, be limited to the assets of the Sure Insurance Europe Cell.

### **Documentation**

This document is accompanied by our quotation document (if applicable), the Demands and Needs Statement and the Insurance Product Information Document (IPID)/ Summary of Cover for each product. These documents provide a summary of the features of the product offered, including any applicable warranties or endorsements. If these are not available, please always refer to the Policy Wording.

We strongly recommend that you go through all the above-mentioned documentation provided before making your final decision. We are very happy to answer any queries you may have to assist you in making your decision. It is important to keep such documentation safe for future reference.

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.

### **Renewal of Policy**

In the event that you decide to purchase an insurance policy, we will contact you on an annual basis to obtain your instructions on the renewal of your insurance policy, prior to the date of renewal.

### **Cancellation**

Your policy document will contain details of any cancellation rights. Where a cancellation period is applicable to your policy this will usually start from the date the policy starts or when you receive the policy documentation, whichever occurs later. If you cancel your policy within this period and the terms of the policy allow, you may receive a refund of your premium. Usually, the Insurer will make a charge for the time the policy was 'on risk' however, in some instances a full year's premium will be payable and there will be no refund. You will need to return the insurance certificate and any other official documents with your written instructions to cancel the policy.

### **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 including but not limited to insurance companies' systems.

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 and signed by you as the data subject.

If you wish to discuss any data protection concerns, please contact us, as follows:

Sure Insurance Services Cell of Jatco Insurance Brokers PCC Ltd

Name: Aida Tortell  
Email: [aida@jatcoinsurance.com](mailto:aida@jatcoinsurance.com)  
Address: The Reed Centre, Blue Harbour, Ta' Xbiex Marina, Ta' Xbiex XBX 1027 Malta  
Phone: +356 2779 1000

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.

If you require any further information about any aspect of our services, please contact us and we will be pleased to provide you with further clarification. Please note that in the absence of any other specific instructions from you; by conducting business with us you are indicating your acceptance of the above terms and conditions.

Alison Thornberry

**Sure Insurance Europe Cell of Jatco Insurance Brokers PCC Ltd**

*Sure Insurance Europe Cell is a Protected Cell of Jatco Insurance Brokers PCC Ltd (Company Registration No. C9233) which is a company authorised under the Insurance Distribution Act Cap. 487 to carry out insurance intermediaries' activities, licenced to operate as a Protected Cell Company in terms of the Companies Act (Cell Companies Carrying on Business of Insurance) Regulations, 2010 and is regulated by the Malta Financial Services Authority (MFSA, Mdina Road, Zone 1, Central Business District, Birkirkara, CBD1010 Malta). Enrolled in the MFSA Brokers List BL/002.*