



This document sets out the standard terms and conditions under which we shall provide our services to clients followed by our Privacy Policy.

When the terms 'we', 'our', 'us' or 'the Company' are used in this agreement they mean Mediterranean Insurance Brokers (Malta) Limited and MIB Management Services Limited - hereinafter collectively referred to as MIB.

When the terms 'you' or 'your' are used in this agreement they mean the client.

This document is also disclosing important information about our company, the services that we are providing to you as well as your rights, responsibilities and obligations to us and to insurers. The terms hereon are applicable to the extent that they are relevant to the nature and scope of the service being provided by MIB.

For your own benefit and protection, you should review this document carefully and contact us should you have any difficulties or require any additional information. You can contact us on +356 234 33 234, on [info@mib.com.mt](mailto:info@mib.com.mt) or at 53, MIB House, Abate Rigord Street, Ta' Xbiex, XBX1122, Malta.

## 1. Our Company

Mediterranean Insurance Brokers (Malta) Limited (MIB), registration number C3540, is an enrolled company registered in the Brokers List, licensed and regulated by the Malta Financial Services Authority (MFSA) to transact business of Insurance Broking in Malta. Please refer to [www.mfsa.com.mt](http://www.mfsa.com.mt) for details of our registration.

## 2. Our Services

In the course of providing you with our Insurance Broking and Risk Consultancy services we are drawing upon our existing knowledge of insurance market pricing, a fair product analysis of available solutions and our insurance expertise with the objective of providing you with an insurance protection that is, in our opinion as adequate as possible to meet your demand and needs based on the information which you have provided. The extent and results of any marketing exercise are based on this knowledge as will be detailed in our submissions.

In the course of our appointment we will also provide you with claims management and support services for the policies which we handle on your behalf. Unless there is a specific agreement with you or due to market practice, we will provide you with claims management services for policies that are placed by us during the term of the policy. These services can be continued beyond our appointment by mutual agreement and may be subject to specific fees, terms and conditions.

As independent brokers we are in a position to arrange your insurance with any insurance provider of your choice and have no contractual obligation to make arrangements with any specific insurance provider. When making placements under special facilities that we may have, as explained in more detail below, under the paragraph titled 'Our Underwriting facilities', we will inform you.

There will be instances where in the course of our services we may make incidental reference to matters which do not fall within our direct area of profession. Our services do not include the provision of legal, financial, fiscal, taxation or other non-insurance specialist or professional advice and our reference to such matters is not to be construed as such. You should therefore always seek separate expert

advice from your respective preferred consultants in such areas with relation to your risk considerations and insurance arrangements.

## 3. Quotations

When approaching the insurance market for quotations on your behalf we seek a scope of protection that goes beyond the standard products but negotiate several extensions and clauses in order to tailor-make the insurance for your specific needs and provide a wider cover.

We provide you with details of the quotations secured and the insurance companies quoting and will be able to assist you in assessing the offers. You must always review the terms quoted in detail including specimen wordings and inform us if you require any additional information, clarifications or should you have any objections or concerns. Please ask us if you require a specimen of the policy documentation.

As quotations from insurers may change without notice, we reserve the right to withdraw terms and premium indications before they are taken up.

## 4. Material Facts

Any audits, reviews, terms and quotations are based on the information provided to us by you including the claims/loss experience. When referring to claims/loss experience this relates to all losses, irrespective of whether they were covered by insurance protection. It is your responsibility to ensure the correctness and completeness of this data and inform us if anything needs to be added, removed, modified or clarified. Whilst we understand that you have copies of the details that you provided to us, we can make this information available to you if you so require.

Please also ensure that the insured's name and the description of the business are adequate and maintained so throughout the policy period.

If you are or become knowledgeable of any material facts concerning the risk being discussed or insured that you feel underwriters should be made aware of, please advise us immediately. It is your duty to disclose all material circumstances which you know or ought to know and give a fair presentation of the risk after reasonable search. Material facts include any information which could in any way influence the underwriter's consideration and assessment of the acceptability and terms to be applied to a risk. Examples of material facts are new business operations, employment of additional categories of employees, entering into a contract with a third party that affects your rights and obligations, circumstances which would increase the possibility of a loss, such as lack of security, hazardous materials stored, hazardous processes carried on your premises or in neighbouring property and the like.

Please also appreciate that whenever you enter into any form of contract or agreement with a third party you may directly or indirectly affect your rights and consequently those of your insurers. In this respect you must inform us of the existence of such arrangements and notify us in advance of the implementation of such agreement and provide us with copies of all relevant parts of the documentation in order that we may seek underwriters' prior approval.

These disclosure obligations are of a continuous nature operating before the policy of insurance commences, at the time of each renewal or extension, when lodging a claim as well as throughout the



duration of the policy period. Not conforming to such obligations can have serious consequences on the operation of your protection and may enable insurers to avoid an otherwise indemnifiable claim thereunder. It is recommended that you review the information provided to us and/or insurers in the past in order to verify that all material circumstances have been disclosed and continue to be correct.

If in doubt as to whether a circumstance constitutes a material fact or whether an incident should be disclosed, then it is best practice that you disclose it for underwriters' consideration. Please remember that your insurance arrangements are subject to the principle of Utmost Good Faith.

### **5. Life Assurance & Long-Term Contracts**

When considering the arrangement of Life Assurance and Long-Term Contracts or deciding on a renewal thereof please review in detail the brochures, information sheets and other material issued by Insurers concerning the products being offered. Some of this information will be provided to you by us and is also available from insurers or their websites along with additional details. It is important that you inform us should you need any clarifications or additional information. The provision of this information by us is not to be construed as a recommendation of a particular product, investment or tax advice or a guarantee of performance. Past performance is not necessarily a guide to future performance and the value of any investment can go down as well as up.

### **6. Summaries of Cover, Quotation Reports & Policies**

When we provide you with a Quotation Report, Cover Note, Renewal Invitation/Notice/Reminder, an Insurance Product Information Document, a Summary of Cover and similar documents these will be an outline of the scope of insurance protection and will only include main values and limits insured and salient policy terms. Additional terms, warranties, conditions and exclusions are applicable. It is therefore important that you review the full policy wording, or a specimen thereof when not yet issued, to familiarise yourself with the full description and details of the scope of protection and the actual wording applicable in the terms, definitions, exceptions, conditions and any endorsements attached thereto. If you do not hold such document, please inform us immediately in order that we may supply this to you.

You must carefully review all documents we give you, including the policy document and endorsements, and ensure that these reflect the insurance protection that you wish and to contact us immediately should you notice any error of fact, require any corrections, clarifications or modifications made to the document/protection or believe that the contents do not address your needs.

### **7. Language**

The business language used by MIB is the English language. The use of any other language shall only be for the purpose of facilitating the service to you and any translation by us will be of a casual nature and non-binding. In the event of any discrepancy between the English text and any other language (or vice versa), the English text shall prevail.

Should you not be fully conversant with the English language we urge you to inform us so that we may establish specific arrangements with you to clarify the rules of communication and avoid any possible misunderstandings.

Any supporting risk and related documentation are to be provided to us in English. It is important that when providing us with translated documentation for our and/or your insurers' consideration, you seek professional translating assistance.

### **8. Sums Insured & Limits**

Each policy is subject to various limits, sub-limits and sums insured. It is in your interest to ensure that these meet your requirements and are maintained at adequate levels throughout the policy period in accordance with policy requirements. You should also be aware of any contractual requirements that you may have with third parties to maintain specific standards of insurance protection.

You may request modifications to most of these values at any stage of the policy period. Some values are also subject to an 'underinsurance condition', which would penalise you for inadequate sums insured by the application of the principle of average in the event of a claim.

It is advisable that you compile and maintain, for your internal use, a list of the items comprising the respective values being insured. This will assist you to monitor changes that you may eventually require in updating these values.

Likewise, it is strongly recommended that you regularly review the description of the interest being insured under the respective policy schedules with a view to ascertaining its adequacy. Changes thereto could be affected at any point in time.

### **9. Cover Placements, Changes & Payments**

Policy placements and renewals, alterations to covers or increases in sums insured etc. will not be effective until insurers have accepted and confirmed these. You should therefore not assume that the requested placement, renewal or amendment is effective until you receive confirmation from us in writing in this regard.

When affecting a premium payment using online facilities please ensure that you provide all relevant details clearly identifying your MIB client account number and instructions. Your instructions to renew or extend cover will not be automatically processed upon such transaction. You will receive confirmation in writing from us upon processing of your payment. We recommend that when affecting such payments, you also separately send us an email on info@mib.com.mt to verify your instructions and payment.

### **10. Conditions & Warranties**

It is noted that policies contain various conditions and warranties that place certain obligations on you as the insured. Compliance with these is essential to ensure that your interests are not prejudiced in the event of a claim.

It is particularly emphasized that all warranties should be literally and continuously complied with and that in the event of non-compliance the policy will be rendered void and underwriters will be entitled to repudiate an otherwise indemnifiable claim thereunder even if the breach of warranty is not connected to the loss.

Please inform us immediately should you have any difficulties in the implementation of any such conditions and warranties in order that we may take up the matter with your insurers.

## 11. Premium Payment

Insurance protection is operative subject to the prompt payment of the full premium. In cases where special premium payment agreements are in force you are to ensure that the premium is paid by the agreed date/s. Where the premium payment dates are subject to a policy warranty the coverage will automatically cease in the event of non-payment by the required date/s. Please inform us in advance of any payment due date if you anticipate difficulties in meeting the payment deadline in order that we may communicate with your insurers and seek to avoid an interruption in your insurance protection.

When affecting a premium payment using online facilities please ensure that you provide all relevant details clearly identifying your account number and instructions. Your instructions to renew or extend cover will not be automatically processed upon such transaction. You will receive confirmation in writing from us upon processing of your payment. We recommend that when affecting such payments you also separately send us an email on [info@mib.com.mt](mailto:info@mib.com.mt) to verify your instructions and payment.

## 12. Claims Conditions & Prescription

You should be familiar with the claims related conditions under the policies in order to ensure that you are in a position to fully comply therewith and hence safeguard your interests. It is essential that in the event of any loss whatsoever you advise our offices **immediately** in order that we may assist you in the processing of any potential insurance claim. This applies irrespective of the type or magnitude of the loss or whether or not you deem the loss as being the subject of an insurance claim.

Please be aware that all policies include strict loss/claim notification conditions tied with specific timeframes. Breach of such timeframes automatically permits the insurers to repudiate a claim.

In the case of claims made policies, such as Professional Indemnity and Directors and Officers Liability, it is your obligation to notify us immediately upon becoming aware of any error, omission, situation or circumstance that you consider may become a claim or investigation in future. This applies even if there are no third-party allegations or indeed irrespective of whether the third party is aware thereof at this point.

You are also advised to liaise with your legal advisor regarding the application and monitoring of any limitation period at law which may restrict the timeframe within which you may pursue legal proceedings or other protective remedies against third parties or insurers. You should however also be aware of any specific time limitation clauses which may be found on your insurance policy document and which may prevail over legal time bar terms.

## 13. Lodging a Claim

If you have reason or cause to claim under your insurance policies contact your account executive immediately. You may also lodge a claim by visiting the Claims Solutions Section at [www.mib.com.mt](http://www.mib.com.mt).

Our offices may be contacted, either through telephone on +356 234 33 234 or by email on [info@mib.com.mt](mailto:info@mib.com.mt). Our offices are open between 8.15am and 5.00pm from Monday to Friday. Should you intend to visit our offices we suggest that you call us in advance so that we may ensure that our claims executives can assist you in the most timely and efficient way.

## 14. Data Protection Statement

MIB and its parent company MIB Management Services Limited (MIBMS) will process data in line with the General Data Protection Regulation (Regulation 2016/679) (GDPR) in terms of its Privacy Policy which is publicly available at <http://www.mibgroup.com.mt/DataPrivacyStatement.aspx>. By using the services of MIB and MIB Management Services Limited, MIBMS, (for certain claims and administrative services) you are giving MIB/MIBMS your explicit consent to the terms of its Privacy Policy as well as to process any data (including sensitive personal data as defined and regulated by article 9 of GDPR) for the purpose of providing you with insurance broking, claims handling, risk management, consultancy and ancillary services. Data will be disclosed to third parties in the course of the performance of these services.

It is also understood that you are aware that it is your responsibility to secure and hold the necessary consent from any employees, beneficiaries or other third parties directly or indirectly involved in the insurance proposal/arrangements and whose data will be processed by MIB/MIBMS and the providers of insurance and ancillary services.

Data supplied may also be disclosed, stored and used for the purpose of preventing, detecting or suppressing fraud, corporate governance, compliance with regulatory or legal obligations, recording statistics and to update you on our services and promotions. If you would not like to receive such updates please send an e-mail to [dataprotection@mib.com.mt](mailto:dataprotection@mib.com.mt) specifying your request.

## 15. Takeover of Insurance Arrangements

In instances when MIB takes over insurance arrangements which were made with or through previous insurers, brokers or consultants it is clarified that MIB shall not be responsible or liable for any claim howsoever arising for breach of contract, negligence, gaps in cover, breach of statutory duty or other claim arising out of or in connection with the services or advice not supplied by us.

Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately.

## 16. Force Majeure

We shall not be liable in any way for failure to perform, or delay in performing our obligations under the terms of business if the failure or delay is due to causes outside our reasonable control.

## 17. Conflict of Interest

In the ordinary course of business certain situations may arise where we owe duties of care to other parties which may risk compromising our duty to you or another client or both.

Our Conflicts of Interest Policy is designed to help us recognise and manage such circumstances and seeks to avoid such situations. We will always endeavour to act in your best interests and will advise you should such circumstances occur with details of the conflict and the way it is proposed to be managed.

## 18. Complaints Policy

We make every effort to provide you with the highest level of service but understand that isolated instances may arise where we fail to meet your expectations.



In such eventuality please contact us using the email [complaints@mib.com.mt](mailto:complaints@mib.com.mt). You may also contact us by phone on 234 33 234 or write to us at 53, MIB House, Abate Rigord Street, Ta' Xbiex, XBX1122.

We commit ourselves to:

- Acknowledge the complaint within 5 working days of its receipt
- Explain how the complaint will be handled
- Instruct you on the need for any supporting documentation/information
- Provide you with our response within 15 working days from receiving your complaint and all the requested information/documentation

If you are not satisfied with our response to your complaint you may also refer the complaint in writing to the Office of the Arbitrator for Financial Services, First Floor, St. Calcedonius Square, Floriana FRN1530, Freephone – 80072366, Telephone – 21249245, Website – [www.financialarbitrator.org.mt](http://www.financialarbitrator.org.mt). You may also be entitled to refer to other parties as may be detailed under your insurance policy document.

## 19. Choice of Law under the Insurance Contract

Our quotations will normally be subject to the Maltese Contract Clause. We will inform you if this is not the case or if you are entitled to choose the law applicable to the contract.

## 20. Compensation Scheme & Insurer Financial Standing

In Malta a compensation scheme is available by virtue of the Protection and Compensation Fund Regulations 2003 should the insurer be insolvent and unable to meet its obligations under the contract subject to any conditions and limitations as may be prescribed.

MIB is not in a position to provide details or guidance of any similar arrangements which may exist outside Malta governing foreign insurance markets or insurance placements made therein. We would need to discuss any specific requirements and services which you may have in this regard.

On a general note from our end as your brokers, we are not the insurer of any risk and we cannot guarantee the availability or price of insurance for your particular risks. Moreover, while we take reasonable care in the selection of Maltese or foreign (re)insurers and the final choice of insurer remains with you, we do not guarantee the solvency or financial standing of any (re)insurer with which we place your policies. No audit, quotation or report from our end should be construed as approval or guarantee of any (re)insurance security. You should note that the financial position of an (re)insurer may change after cover is placed with them and this may have an effect on any outstanding claims even after your (re)insurance has expired.

## 21. Placement Features

Our submission of terms will indicate which, if any, of the following features are applicable. We will include additional comments separately in the case of other factors that you may need to take into account should the need arise.

### 21.1. Computer Link Arrangements

In order to facilitate communication and efficiency we may make use of computer link arrangements with certain insurers subject

to MFSA authorisation. This facility entails securing quotations and placement of cover. We will indicate to you whether quotations submitted are through such computer links.

### 21.2. Quotations & placement with members of Lloyd's

In as far as our relationship with Lloyd's is concerned, unless we specifically inform you otherwise, we are exclusively acting as independent insurance brokers.

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.

The Lloyd's Central Fund may be made available at the discretion of the Council of Lloyd's to meet the liabilities of each of those underwriting members of Lloyd's who are not financially able to meet their own liabilities.

In the eventuality of claims remaining unpaid in respect of contracts of insurance which are concluded in Malta and which are entered into by a Lloyd's approved Maltese Coverholder due to the financial inability of an underwriting member of Lloyd's to meet its liabilities, limited compensation may be available to you under the Protection and Compensation Fund Regulations 2003.

Unless specified otherwise the insurance placed with Lloyd's shall be governed exclusively by the law and practice in Malta, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Malta.

Please note that all summons, notices or processes requiring to be served upon underwriters for the purpose of instituting legal proceedings against them in connection with the insurance, shall be properly served if addressed to them and delivered to the care of Lloyd's Malta Ltd of 171, Old Bakery Street, Valletta, VLT 1455, Malta who, in this instance has the authority to accept service of suit and to enter an appearance on behalf of those members.

By giving this authority, underwriters do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summons, notices or processes by reason of their residence or domicile in England.

## 22. MIB Insurance Agency Limited

MIB Insurance Agency Limited is an enrolled company registered in the Agents List, licensed and regulated by the MFSA. It is authorized by the MFSA to operate underwriting facilities with various Lloyd's underwriters and is also an agent for Citadel Insurance plc.

MIB Insurance Agency Limited is a wholly owned subsidiary of MIB Management Services Ltd which also fully owns MIB. The two subsidiaries operate independently and separately from each other. This relationship shall in no instance create a conflict of interest for us as your insurance brokers and we reaffirm that we continue to maintain our full loyalty to you as your insurance brokers. Any placement with MIB Insurance Agency Limited is subject to your approval and will be recommended solely on the basis of the adequacy of their terms to meet your needs.

### **23. Our Underwriting Facilities**

MIB may hold underwriting facilities, binding authorities, claims settlement agreements, coverholder arrangements or other similar facilities to accept or manage business on behalf of insurers as allowed by legislation and authorized by the MFSA. These facilities have been negotiated with insurers and markets at terms which we consider to be favourable for you.

Under these arrangements we act on behalf of the insurers. We will offer terms to you under such facilities when we consider that these meet your insurance requirements and will indicate to you in the event that terms are being submitted under such facility.

### **24. Cancellation Policy**

A Policy may be cancelled in either of the following circumstances:

- a) Breach of policy terms and conditions including non-payment of premium,
- b) Changes or Non-disclosure of material facts,
- c) If permitted by the Policy, on instructions of the Insured subject to compliance with and submission of notice in line with policy conditions,
- d) By decision of insurers subject to the respective policy terms and conditions.

The policy terms will detail if and to what extent a return premium will be due following cancellation.

### **25. Remuneration Policy**

MIB's remuneration for the services will either be brokerage commission, (being a proportion of the (re)insurance premium paid by you and/or determined or allowed by the (re)insurer(s) with whom the (re)insurance is placed, and/or a fee agreed with you.

Unless otherwise specifically agreed with you our brokerage commission and/or fees in respect of a (re)insurance contract are deemed fully earned at inception, irrespective of when the (re)insurance premium is payable. We will therefore be entitled to retain all brokerage commission and/or fees in the event of cancellation or earlier termination of the (re)insurance and/or in the event of a transfer of broker of record. It is acceptable market practice the brokerage commission is deducted from premium once received.

There may be instances when we may receive remuneration from (re)insurers based on business bound, profitability of portfolio, management and administration of binding authorities, claims management services and administrative support services.

Furthermore, it may at times be appropriate and for your benefit for us to use other parties such as, introducers, wholesale brokers, sub-brokers or other intermediaries. These parties may also earn and retain commissions for their role in providing products and services.

### **26. Money Laundering, Financing of Terrorism & Sanctions**

We are required by regulations and legislation to take specific action relating to or in connection with the prevention, detection and investigation of financial crime including money laundering, anti-bribery and corruption measures, fraud prevention and sanctions screening activities.

Regulations require us to obtain sufficient knowledge and evidence of clients, their identity, their ownership, their business and other

information as may be necessary to comply therewith. In the event that the required information is not available we reserve the right to terminate our relationship with you and will be unable to provide you with our services.

We are also required to report any suspicious activity where we know or suspect that money or property is the subject of money laundering or financing of terrorism and we are prohibited from disclosing to you any such report. This legal duty overrides any duty of secrecy that we owe you as our client.

We are also legally obliged to comply with sanctions regulatory regimes which involves regular screening activities to confirm that we are not providing financial services to sanctioned individuals or entities.

You are required to provide us with details of any (re)insurance requirements which touch upon or are linked to sanctioned individuals, entities or countries.

We may be legally obliged to take certain actions, which include but is not limited to freezing of funds held on behalf of parties and individuals caught under applicable sanctions as well as notifications or other activities.

### **27. Form of communication**

The communication with you will either be by email or by post at your preferred address.

### **28. As your Insurance Brokers**

Our resources are at your continuous disposal. Please feel free to refer any queries you may have at any stage. We would be pleased to discuss any issues that may be of concern to you or upon which you feel that you need assistance.

### **29. Other Insurances**

From time to time we will bring to your attention insurance policies that do not form part of your insurance program. We feel that you should actively consider such additional protection and will be at your disposal to provide you with further details as to how such additional covers can offer you better protection and peace of mind.

You will appreciate there are numerous other types of insurance policies addressing different exposures that that we may not specifically mention to you. In this case we encourage you to contact us should there be any risk that is of concern to you in order that we may proceed with market investigations to establish availability of protection and terms.

### **30. Acceptance, Law and Jurisdiction of this Agreement**

Use of our services and dealing with us in the usual course of business constitutes your acceptance of these terms.

These terms of business shall be governed by and construed in accordance with the laws of Malta. In relation to any legal dispute arising out of or in connection with these terms of business we both shall submit to the exclusive jurisdiction of the Courts of Malta.





## 1. Introduction

All companies forming part of the MIB Insurance Group (hereinafter referred to as MIB, us, our or we) recognize 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.

## 2. Contact Information

MIB Insurance Group,  
53, MIB House, Abate Rigord Street,  
Ta' Xbiex, XBX 1122, Malta (EU).

We 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.

## 3. 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).

## 4. 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, 3<sup>rd</sup> 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.
- 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.



## 5. 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.

## 6. 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.

## 7. 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.

## 8. Safeguards

MIB ascertains that Personal Data is secure by having electronic, physical and procedural safeguards 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.

## 9. 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.

## 10. 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.

## 11. 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@mib.com.mt](mailto:dataprotection@mib.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 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.



## **12. 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.

## **13. 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  
MIB Insurance Group,  
53, MIB House,  
Abate Rigord Street,  
Ta' Xbiex, XBX1122  
Malta

or communicate your query/concerns on;

T: (356) 234 33 234

E: [dataprotection@mib.com.mt](mailto:dataprotection@mib.com.mt)

## **14. 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.