



## APS Bank plc

### Homeplan Block Insurance Policy

### Buildings & Contents Let Out - Summary of Cover 08\_2020

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The following is a summary of the cover provided by this scheme.

The Insurers are Atlas Insurance PCC Limited and Citadel Insurance p.l.c. for their respective co-insurance share as shown in the Policy.

For full details of terms conditions and exceptions governing this block property insurance please refer to the Block Policy which is held by APS Bank plc, a copy of which will be given to you.

#### Buildings cover – Letting

The Buildings including permanent fixtures and fittings which are covered under the block property insurance are insured against loss or damage caused by any of the under mentioned perils:

1. Fire, Smoke, Explosion, Lightning, Thunderbolt, Earthquake and Subterranean fire;
2. Storm and Flood  
Cover is excluded for
  - damage to gates and fences;
  - if the Building is unfurnished;
  - if the Building is in the course of construction or alteration;
3. Riot, Civil Commotion, Strikes, Labour & Political Disturbances;
4. Malicious damage;
5. Theft or any attempted Theft following forcible & violent entry
  - Theft or any attempted theft is excluded if the building is in the course of construction and/or alteration;
6. Escape of water or oil from a fixed, drainage or heating installation, or from a washing machine or dishwasher including expenses in establishing the source of the damage (sub-limit of €750)  
Cover is excluded for
  - loss or damage to the installation itself;
  - all other costs related to its repair or replacement if caused by normal wear and tear or a defect in construction or installation;
7. Impact/collision with the Buildings by any road vehicle, aircraft or animal except pets;
8. Damage due to breakage or collapse of TV radio and satellite dish aerials
  - the actual aerial including its fittings and masts are not covered;
9. Damage due to falling trees, lamp posts, electricity, flag or telephone poles
  - the actual trees, posts and poles are not covered.

#### Additional Benefits

1. Debris Removal, Architects' and Surveyors' fees and the reasonable costs of alternative accommodation up to 10% of the insured value of the property (not applicable if the Building is in the course of construction and/or alteration);
2. Damage caused due to emergency entry into the Building following an emergency involving the family members and/or tenants or to prevent any eventual damage to the Building;
3. Loss of rent/alternative accommodation if the Building becomes inhabitable due to the cover provided and this is applicable if the Building Owner has to find alternative accommodation i.e. not if there is loss of rent for any reason from any tenants – Limit payable is up to 15% of the Buildings sum insured;
4. Liability cover to you as the owner of the Building and as landlord renting out such property to third parties, for accidents occurring in and around your home with a limit of €1,000,000, however, any claims for liability made against any tenants are excluded.

#### Contents cover – Letting (if insured)

Same cover as that provided under the Buildings Section is applicable to the Contents insured plus

- Loss of metered water and/or oil due to accidental damage to the fixed water/heating installation up to a limit of €250

**No Valuables and/or money are insured under this policy.**

**Atlas Insurance PCC Limited and Citadel Insurance p.l.c. for their respective co-insurance share**

Atlas Insurance PCC Limited is a cell company authorized under the Insurance Business Act 1998 to carry on general business and is regulated by the 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

Citadel Insurance p.l.c. is a company authorised under the Insurance Business Act 1998 to carry on general and long term business and is regulated by the Malta Financial Services Authority

## Policy Excess

1. **Buildings cover**
  - You must bear the first €125 of each claim;
  - The Incident excess is increased to €500 for any claim following storm or flood damage to rubble walls;
2. **Contents cover** – you must bear the first €125 of each claim.

## Some Very Important Notes

1. At each renewal we strongly suggest that you revise the Sums insured so that these reflect the full rebuilding of the property as well the replacement of the contents at the current purchase prices. Failure to do so might result in you being required to bear a rateable proportion of any claim that arises under the policy. The buildings amount insured should be sufficient to rebuild your home as new. It should include the value of fixtures and fittings including kitchen cupboards (excluding appliances) and other fitted furniture. The contents amount should be the 'new for old' amount to replace all the immovable items in the home.
2. If the buildings are not being normally lived in for a period of over 90 consecutive days:
  - the Premises must be visited and inspected internally at least once every 2 weeks by You or Your representative, and
  - the water supply must be turned off at the main stop cock;If the contents are insured as well, during the declared unoccupancy period, the above will apply as well as a higher incident excess of €125 and theft of any valuables is excluded.
3. There could be some endorsements issued with your policy which explain any change in terms of this summary of cover and policy wording.
4. If the buildings are undergoing any major structural changes, the Insurers must be notified. Liability and Contents cover are automatically deleted.
5. Cover is not applicable for Liability to domestic staff;
6. Cover is not applicable for any property belonging to tenants;
7. Cover is not applicable for any benefit due to fatal accidents in the property insured;
8. Liability from any communicable disease is excluded except for liability arising out of
  - legionellosis and
  - illness from the supply of food or drink (except if such illness is classified as an epidemic or pandemic);
9. Important Condition – You must comply with all statutory obligations and regulations imposed by any authority and with any relevant manufacturers' instructions, and the property insured must be maintained in accordance with Legislation related to commercial letting which includes subsidiary legislation 465.03 – Control of Legionella Regulations.

## Data and Privacy Protection

The Insurers (hereinafter '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 Us (hereinafter 'Others').

In completing all the forms related to Your policies or claims, You confirm Your understanding and acceptance of the terms in Our 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.

We collect and process 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). We may monitor calls to and from customers for training, quality and regulatory purposes.

We 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.

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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 Us 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 Our 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

## If You and/or the Joint Insured are not satisfied with the Insurers

*For the purpose of this section You shall mean You and the Co-Applicant also referred to as Joint Insured*

With the best will in the world, concerns about some aspects of our service may arise. Please help us to resolve your concerns as quickly as possible by following this process.

**Please remember to quote your policy and/or claim number on all correspondence.**

### How we deal with your concerns

You can communicate with us about your concerns in writing by any reasonable means and this will always be free of charge. We assure you that feedback is always welcome as it enables us to identify ways to improve our service, and rest assured that we will always treat you fairly, equally and promptly. We will keep your records in accordance with the Data Protection Act and you have the right to request information about the progress of your concerns.

### What you should do

Atlas staff have training and authority to settle problems and will do everything they can to help. They should be your first point of contact.

In the unlikely event that your complaint is unresolved, please write to **The Customer Care Manager** (at Atlas Insurance PCC Limited, 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX 1021 or email on [insure@atlas.com.mt](mailto:insure@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 reply to your concern within 15 days. If we are still unable to conclude within this time period we will write to you explaining why.

### *If you are still not satisfied*

Individuals and micro enterprises may refer their issues to the Financial Services Arbiter (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone 8007 2366 or 21249245 or [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)).

The Office of the Arbiter will expect you to have a final reply from us in writing before they accept your case, so please do have this from us before you approach them.

## Which Law is Applicable to your Contract?

Your insurance policy is a Maltese contract and will be governed by Maltese Law.

## What Protection & Compensation is there for the Policyholders?

A special fund has been established under the Protection and Compensation Fund Regulations of 2003. The fund is made up of contributions by locally licensed insurers and provides limited compensation to policyholders if one of these insurers becomes insolvent. Payments out of the funds are made in respect of protected risks only and to qualified persons as defined in these Regulations. If you wish, our Compliance Office can provide you with a detailed explanation of the provisions of the Protection and Compensation Fund Regulations and how they affect you.

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