

Information to Policyholders – Terms of Business Agreement with clients

Purpose of this Agreement

The purpose of this Agreement is to determine the professional relationship and the services that Central Insurance Brokers Limited, also referred to as 'Central', 'We', 'Us' and 'Our', will provide to you as the Client, unless such relationship or services are already covered by a separate arrangement and/or agreement, in which case such arrangement and/or agreement shall prevail. However, this agreement shall prevail concerning any circumstances, which are not covered by such other arrangement and/or agreement.

Your instructions to seek quotations, bind coverage and/or your payment whichever occurs first, related to your insurance placement will be deemed to be your agreement to be bound by the provisions of this Agreement. You are advised to read this Agreement carefully and to discuss with Us should anything requires clarification.

This Agreement also sets out some of Our regulatory and statutory responsibilities.

Services Provided

We will provide insurance broking services and/or other ancillary or related services ("the Services") with reasonable care and skill. In providing any insurance broking element of the Services, We will:

- i. Explain the main features of products and the Services We are offering to you;
- ii. Discuss with you your insurance requirements and the scope and limits of cover to be sought;
- iii. Provide you with information about any risk quoted to enable you decide whether the cover proposed meets your requirements, before it is bound;
- iv. Place your insurance only when you instruct Us to, and We will advise you if We are unable to complete the placement; and Provide you with assistance in the event of any claims.
- v. We do not offer or provide advice in relation to tax, accounting, regulatory, legal or other specialist matters (including in relation to sanctions) and you should take separate advice as you consider necessary regarding such matters.

During the course of the placement of your insurance, We will endeavour to keep you informed of the progress of Our negotiations and identify any inability to obtain the coverage sought by you. We will use reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate). Although We will check the contract documents We send you, you are solely responsible for reviewing your contract to ensure that it accurately reflects the cover, conditions, limits and other terms that you require and that it is in accordance with your instructions

Our Remuneration

Our remuneration for the services We provide you will be brokerage, which is a percentage of the insurance premium paid by you and allowed to Us by the insurer with whom your insurance contract is placed, and a fee paid by you where applicable. Brokerage and fees are ordinarily earned for the period of the contract at inception. Where your insurance contract has been terminated, a refund of premium issued by the insurer is paid to you without deducting the brokerage which the insurer claimed back from us on the premium being refunded.

Your Responsibilities

PROPOSAL FORMS

For certain classes of insurance you may be required to complete a proposal form or similar document. We will provide guidance but We are not able to complete the document for you.

DISCLOSURE OF INFORMATION

Our objective is to obtain the best product we can identify in order to meet your insurance needs. In order to make our business relationship work, you must provide complete and accurate information and instructions in a timely manner, so that We can assist you fully. Please bear in mind that you are under a duty to make full, true and correct disclosure of all material facts and fully respond to any requests for information made by insurers. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to provide cover, finalising the terms to apply and/or the cost of cover must be disclosed. Failure to make full disclosure of material facts may allow insurers to avoid liability for a particular claim or to void the contract. This duty of disclosure applies equally during the period of your insurance contracts, at renewal of your contracts and on taking out new insurance contracts. You are also legally obliged to take reasonable care not to make any misrepresentation to the insurer. We will not be responsible for any consequences which may arise from any delayed, inaccurate or incomplete information, or any misrepresentation made by you. We are under no obligation to investigate or verify the accuracy or completeness of any information or data provided by you and no liability shall arise for any errors or deficiencies in the Services arising out of or based on any such inaccurate or incomplete information or data.

CHANGE IN CIRCUMSTANCES

You must advise Us as soon as reasonably practicable of any changes in your circumstances that may affect the services to be provided by Us or the cover provided under your insurance contract.

CLAIMS

Failure to report a claim in a proper and timely manner may jeopardise coverage of the claim. In addition, you should retain copies of all insurance contracts and coverage documents as well as claims reporting instructions, as you may need to report claims after the termination of a contract, perhaps long after its expiry date. It is important, therefore, that you keep your contract documents in a safe place.

Data Protection and Confidentiality

Where this section uses a term which is defined in the General Data Protection Regulation (Regulation (EU) 2016/679) ("Regulation"), then the definition set out in the Regulation shall apply.

We will at all times treat all personal information, or "Personal Data", we hold about you as private and confidential and protect it in the same way we would protect our own Personal Data and use that information in ways contemplated in this Agreement in order to perform our obligations under this Agreement. For the avoidance of doubt, where you have not appointed us as your insurance broker, but in contemplation of such a possible appointment you pass to us information which is proprietary and/or confidential to you, the provisions of this section shall apply as regards such information.

- i. We will not disclose any Personal Data we hold about you to others without your prior consent except:
- ii. to the extent we are required to do so by law or where requested or required to do so by a regulator; to the extent we are required to do so by law or where requested or required to do so by a regulator
- iii. to insurers, suppliers, surveyors, loss adjusters, IT service providers, administrative support service providers, and other like persons to the extent necessary to provide our services to you in a timely manner;
- iv. to loss assessors, lawyers, employee benefits management systems providers, and other like persons to the extent necessary to enable such third party to provide information or Services you have requested to

comply with applicable laws, prevent and detect fraud, and cooperate with regulators where appropriate, as outlined in our privacy notice.

Anti-Money Laundering & Combating Funding of Terrorism ('AML/CFT')

To comply with AML/CFT regulations, We are obliged to request clients to confirm (or reconfirm) their identity and obtain documentation to verify such identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and remitting claims payments. This information may be shared where We are requested to do so or where We deem necessary to ensure compliance with regulatory or law enforcement bodies. Please note that We are prohibited from disclosing to you any report We may make based on knowledge or suspicion of AML/CFT, including the fact that such a report has been made.

Governing Law

This Agreement, which sets out the terms of Our relationship with you, unless otherwise specifically agreed and/or advised in writing, will be governed by and construed in accordance with Maltese Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the Maltese courts.

GENERAL COMPANY PROCEDURES

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Complaints Procedure

Central Insurance Brokers Limited is committed to provide its customers with the highest possible level of professional service. If however, clients are not satisfied with the level of service provided, we have devised a procedure as to how such complaints can be managed.

In the event of a complaint:

1. Please speak or write to one of our Senior Brokers quoting your policy/claim number;
2. We will provide you with our feedback normally within 24 hours but not later than 2 business days;
3. If following this feedback you still remain dissatisfied with the outcome or you feel that your complaint remains unsolved, please address your complaint directly to our Managing Director, quoting your policy/claim number and providing us with information and details of your complaint and explaining why you feel dissatisfied.

Kindly address such complaints form to:-

The Managing Director
Central Insurance Brokers Ltd
7, Tal Balal Road, San Gwann SGN 9017

Email:- jabela@centralinsbrokers.com

4. We will acknowledge your complaint promptly but in any case not later than 3 business days and we will tell you when you are to expect a full response;
5. In the meantime, we will investigate your complaint in detail and will keep you updated on progress. You will normally receive a full reply within one week unless the matter is complicated and we require input from third parties/insurers. In such a case, we will keep you updated on the progress being achieved and we will let you know when we expect to provide you with a full response.
6. Finally, if the final outcome of our complaints procedure does not resolve your complaint, you may opt to take your complaint to:

The Office of the Arbiter for Financial Services

First Floor,

St. Calcidonius Square,

Floriana FRN1530

Email: complaint.info@financialarbiter.org.mt

Web: www.financialarbiter.org.mt

The Financial Arbiter will expect that you have a final response to your complaint from us before referring your complaint to them.

Please note that these complaint procedures will not affect in any manner your right to take legal action.

[Privacy Policy \(also found on \[www.centralinsbrokers.com\]\(http://www.centralinsbrokers.com\)\)](#)

SECTION 1 – WHAT DO WE DO WITH YOUR INFORMATION?

Here at Central Insurance Brokers we take your privacy seriously and will only use your personal information to administer your account and to provide the products and services you have requested from us.

When you visit our website, we may collect the personal information you give us such as your name, address and email address when you use forms present on our website.

When you browse our website, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

Email marketing: With your permission, we may send you emails about us, new products and other updates.

You can stop receiving marketing messages from us at any time. You can do this:

By clicking on the 'unsubscribe' link in any email

By contacting us on: info@centralinsbrokers.com

SECTION 2 – CONSENT

How do you get my consent?

When you provide us with personal information to for example when you fill in a contact form, we imply that you consent to our collecting such information and using it for that specific reason only.

If we ask for your personal information for a secondary reason, like marketing, we will either ask you directly for your expressed consent, or provide you with an opportunity to say no.

How do I withdraw my consent?

If after you opt-in, you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at any time, by [clicking here and filling the form](#).

By doing so, all information we hold about your onto our website will be deleted.

If you would like to review the data we have collected you can request access by [clicking here and filling the form](#).

SECTION 3 – DISCLOSURE

We may disclose your personal information if we are required by law to do so or if you violate our Terms of Service.

SECTION 4 – THIRD-PARTY SERVICES

The third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.



Once you leave our website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

When you click on links on our website, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

SECTION 5 – SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

COOKIES

Here is a list of cookies that we use. We've listed them here so you can choose if you want to opt-out of cookies or not.

Site analytics cookies – these cookies allow us to measure and analyse how our customers use the site, to improve both its functionality and your shopping experience.

Targeting or advertising cookies – these cookies are used to deliver ads relevant to you. They also limit the number of times that you see an ad and help us measure the effectiveness of our marketing campaigns.

By using our site, you agree to us placing these sorts of cookies on your device and accessing them when you visit the site in the future. If you want to delete any cookies that are already on your computer, the "help" section in your browser should provide instructions on how to locate the file or directory that stores cookies. Please note that by deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of our site.

SECTION 6 – AGE OF CONSENT

By using this site, you represent that you are at least the age of majority in your state, county, province, region or country of residence, or that you are the age of majority in your state, county, province, region or country of residence and you have given us your consent to allow any of your minor dependents to use this site.

SECTION 7 – CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it. If our organisation is acquired or merged with another company, your information may be transferred to the new owners.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at jabela@centralinsbrokers.com.

Privacy Compliance Officer - Joe Abela (jabela@centralinsbrokers.com)