TRADES PERSON & EQUINE ACCIDENT PLAN

Policy document

HIVE
Insurance Services

www.hiveinsure.ie

TRADES PERSON & EQUINE ACCIDENT PLAN

The following pages contain the details of **your** policy and the contractual terms of **your** cover. These policy details are legally binding between **you** and Steadfast Insurance Partners Limited.

The words listed in clause 3 have special meanings when they appear in this policy in bold text. It is very IMPORTANT that **you** refer to these special meanings when **you** read the policy as they will help **you** understand the cover. **We** have tried to make these meanings as understandable as possible. If there is anything that you do not understand from these meanings or if there is, at any time, anything else in this policy on which **you** would like to have more information, then please contact Hive Insurance Services on 074 9161868*.

If **you** have an accident, which may lead to a claim, **you** must place yourself in the care of a doctor, whose advice **you** must follow.

This policy is underwritten by Steadfast Insurance Partners Limited, authorised under the Insurance Business Act (Cap.403 of the Laws of Malta) to carry on General Business of Insurance and is regulated by the Malta Financial Services Authority. The registered address of Steadfast Insurance Partners Limited is at Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta.

This policy is administered by Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38.

1 ARE YOU ELIGIBLE FOR COVER?

You can take out the Trades Person & Equine Accident Plan if you are between the ages of 16 and 64 attained and

- you are resident in the Republic of Ireland and
- you are actively **working** (i.e. not medically certified as unfit for work) being:
  - **Employed** for a minimum of 16 hours per week; or
  - **Self-employed**.

You must have an annual income from a non-**professional** sporting occupation (where **you** work at least 16 hours per week). For out of work **benefit your** weekly income must exceed **your** chosen weekly **benefit**, furthermore this occupation will be used to assess **your** out of **work** claim.

2 WHAT HAPPENS IF YOU CHANGE YOUR MIND?

You have a statutory right to cancel this policy within 30 days of the policy **start date** if **you** decide it is not suitable for **you**. If **you** cancel this cover within 30 days of the policy **start date** and have not made any claims, any premium that **you** have paid will be refunded. If cancellation is made after 30 days, there will be no refund of premiums paid.

To cancel this policy write to Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38.

Or e-mail: enquiries@hiveinsure.ie or call the customer service helpline 074 9161868*.

3 WORDS WITH SPECIAL MEANINGS

In this policy document the following words will have the following meanings and are shown in 'bold case' throughout this document:

Accident – means an event which is not foreseeable, intended or designed (but excluding illness and disease) solely as the result of an **accident** whilst participating in a **trades or equine activity** and results in **bodily injury** or **accidental death**.

Accidental death – means death that is solely as the result of an **accident** whilst participating in a **trades or equine activity**.

Benefit – means the **benefits** stated in the schedule and described herein.

Bodily injury – means physical injury resulting from external violent and visible means. It does not include any sickness, disease, bacterial or viral infection, naturally occurring condition or degenerative process.

Claims Handler – means Hive Insurance Services.

Disability/Disablement – means a state of incapacity resulting solely as the result of an **accident** whilst participating in a **trades or equine activity**.

Doctor – means a legally qualified medical practitioner, who is registered as a medical practitioner with the Irish Medical Organisation and entitled to practice as such in the Republic of Ireland. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your** partner.

End date – means the date when the policy ends, **you** can find details in clause 8 of this policy.

Employed/Employment – means in paid **employment** under a contract of services under which **you** ordinarily **work** in the Republic of Ireland or Northern Ireland for a minimum of 16 hours per week and paying the appropriate PRSI contributions or National Insurance contributions.

Fracture – means a breach in the continuity of the bone solely as the result of an **accident** whist participating in a **trades or equine activity** which is identified by an x-ray or in the case of a **fracture** which is unable to be x-rayed, by confirmation from a **doctor**.

Hospital – means a lawfully operated establishment (other than a convalescent, nursing or rest home, or convalescent, nursing, self-care or rest section or unit of a **hospital**) which has accommodation for resident patients with organised facilities for diagnosis and major surgery and which provides a 24 Hours a day nursing service by registered nurses.

Inpatient – means when **you** receive **treatment**, where **you** need to be in a bed in a **hospital** and it is necessary for **you** to stay overnight.

Insurer – means Steadfast Insurance Partners Limited.

Permanent total disability – means **disablement** which entirely prevents **you** from engaging in **your** usual occupation and which lasts for twelve consecutive calendar months and at the end of that time is beyond prospect of improvement and is solely as the result of an **accident** whilst participating in a **trades or equine activity**.

Pre-existing medical condition – means a condition or related condition either:

- for which **you** received **treatment** in the 24 months up to and including the commencement date; or
- which **you** were aware of, or in **our** opinion **you** should have been aware of, during the 24 months up to and including the commencement date.

Unless **you** have been symptom free and not consulted a doctor or received **treatment** in the 24 months preceding the incident date.

Professional – means any person who receives payment for their performance or are paid to compete in a sporting activity on a full-time basis.

Self-employed/Self-employment – means being in a profession or business, alone or in association with others, paying Class S PRSI if **you work** in the Republic of Ireland, or National Insurance if **you work** in Northern Ireland.

Semi-professional – means any person who receives payment for their performance or are paid to compete in a sporting activity on a part-time basis.

Start date – means the date stated in the schedule.

Trades or equine activity – time spent **working** in a trades activity or taking part in, practicing or **working** in equine related activities including competing as a **semi-professional**.

Treatment – means receiving advice or undergoing examinations or consultations or receiving medication or long-term monitoring, in each case from a doctor.

We/Us/Our – Steadfast Insurance Partners Limited.

You/Your – means the person named in the schedule as the insured.

Work/Worked/Working – permanent gainful **employment** or **self-employment**; paying the correct Pay Related Social Insurance (PRSI) or National Insurance contributions.

4 WHAT YOU HAVE TO PAY

Your premium is shown in **your** Schedule, which **we** will issue upon acceptance of your application, and includes stamp duty and/ or Government Levy at the current rate.

This policy starts from the **start date** as shown on your Schedule of Insurance and will be continued on a monthly basis providing premiums are maintained and you are eligible (See Section 8 - WHEN YOUR PROTECTION ENDS). The premium is payable on the same day each month and in advance.

5 THE BENEFITS YOU GET

WHO WILL THE BENEFITS BE PAYABLE TO?

All **benefits** will be paid to **you**. All claims must be diagnosed during the policy period and are subject to the limits and waiting periods applied to **your** cover. In the event that this policy is not renewed, no further **benefit** will be paid after the expiry date.

THE BENEFITS

In order to qualify to make a claim, the following criteria must be met:

- the appropriate waiting period has been completed and the **condition** for which **you** are claiming did not first arise during that period
- the **treatment** is supported by a declaration on the claim form signed by the **hospital/specialist/ doctor** (as appropriate) and by **you**

The amount of **benefit** that **you** will receive will depend on the level of cover you have chosen, which is shown in **your** schedule.

EXPLANATION OF BENEFITS

Out of work Benefit

This is payable following the deferred period for every full week thereafter that **you** are unable to **work** solely as the result of an **accident** whilst participating in a **trades or equine activity** which must be certified by a **doctor** as preventing **you** from **working** in **your** usual occupation. **You'll** receive this **benefit** until **you** can return to **work**, up to a maximum of 26 weeks. No **benefit** is payable for the first 2 weeks of **disablement**.

If **you** have a job but do not meet the definition of **work** because **you** are returning as part of a phased return to **work** or a permitted **work** scheme, **you** may still be able to claim for the out of **work benefit** under this policy. Any payments made will be on a pro rata basis.

Periods of out of **work benefit** separated by less than three months will be treated as one continuous period of out of **work benefit**. If we have paid the maximum of 26 weekly benefits **you** must return to **work** for a continuous period of 3 months before **you** are entitled to make another claim for out of **work benefit**.

Hospitalisation Benefit

This is payable following the deferred period for every full week thereafter **you're** in **hospital**, as an **inpatient**, solely as the result of an **accident** whilst participating in a **trades or equine activity**. **You'll** receive this **benefit** until **you** leave **hospital**, up to a maximum of 10 weeks. No **benefit** is payable for the first 2 weeks of **hospitalisation**.

Serious injury Benefit
This is payable in the event of **accidental death** or **permanent total disability**, which occurs within 12 months of the **accident** and is solely as the result of an **accident** whilst participating in a **trades or equine activity**.

Fracture Benefit
This is payable in the event you suffer a **fracture** solely as the result of an **accident** whilst participating in a **trades or equine activity** up to the maximum **benefit** in every policy year. A lump sum is payable if **you** suffer a **fracture** of any of the bones listed in the **benefits** table:

If **your accident** occurs whilst **you** are outside of the Republic of Ireland and **you** were seen by a medical professional who is not registered with the Irish Medical Organisation, then **you** must within 30 days of returning to the Republic of Ireland seek confirmation of **your** eligibility to claim from a **doctor** who meets the definition in section 3. **You** must submit evidence in English from this **doctor** confirming the assessment made by the medical professional(s) who **you** saw while **you** were abroad. In this case, we may consider the first day of **accident** as prior to the day that **you** first visited a **doctor**.

	SILVER	GOLD
OUT OF WORK BENEFIT	€180 per week	€250 per week
This is payable for every full week that you're unable to work following a trades or equine-related accident. You'll receive this benefit until you can return to work, up to a maximum of 26 weeks. No benefit is payable for the first 2 weeks of disablement.		
HOSPITALISATION BENEFIT	€150 per week	€220 per week
This is payable for every full week you're in hospital as an in-patient following a trades or equine-related accident. You'll receive this benefit until you leave hospital, up to a maximum of 10 weeks. No benefit is payable for the first 2 weeks of hospitalisation.		
SERIOUS INJURY BENEFITS		
ACCIDENTAL DEATH	€10,000	€15,000
PERMANENT TOTAL DISABILITY	€10,000	€15,000
FRACTURE BENEFITS		
UPPER LEG, LOWER LEG, KNEECAP, ANKLE, ARM, WRIST, SKULL, COLLAR BONE	€350	€400
A fracture means a breach in the continuity of the bone caused by an accident which is identified by an x-ray or in the case of a fracture which is unable to be x-rayed, by confirmation from a doctor.		

6 WAITING AND DEFFERED PERIODS

WHAT ARE THE WAITING PERIODS?
This is the period of time following the **start date** of the policy where **you** cannot claim **benefits**.

We will not pay any out of **work benefits**, **hospitalisation benefits** or **fracture benefits** if **your accident** occurs within 1 week of the **start date**.

WHAT ARE THE DEFERRED PERIODS?
This is the period of time following an **accident** where **you** cannot claim **benefits**. We will not pay any out of **work benefits** or **hospitalisation benefits** for the first 2 weeks that **you** are out of **work** or **hospitalised** following **your accident**.

OUT OF WORK BENEFIT
When can you claim for out of work benefit?
If **you** are unable to **work** because of an **accident** for more than two weeks we will pay **your** chosen weekly **benefit** for each subsequent week **you** are continuously unable to **work** because of an **accident** until the first of the following occur:

- **You** cease to be unable to work due to an **accident**
- **You** fail to provide us with proof of an **accident**
- We have paid a maximum of 26 weekly **benefits** in respect of any one event of **accident**
- The policy **end date**

HOSPITALISATION BENEFIT
When can you claim for hospitalisation benefit?
If **you** are unable to **work** because **you** are **hospitalised** due to an **accident** for more than two weeks we will pay **your** chosen weekly **benefit** for each subsequent week **you** are continuously **hospitalised** due to an **accident** until the first of the following occur:

- **You** cease to be **hospitalised**
- **You** fail to provide **us** with proof of an **accident**
- We have paid a maximum of 10 weekly **benefits** in respect of any one event of **accident**
- The policy **end date**

MAXIMUM BENEFITS AND RESTRICTIONS ON BENEFITS
The maximum for individual **benefits** are detailed in the **benefits** table.

MAXIMUM BENEFITS FOR A SINGLE CLAIM
The maximum number of **fracture** claims we will pay under this policy during any one policy year following a claim by **you** under this policy or any other policy in force with us is 4. We will not pay **benefit** for each **fracture** following multiple **fractures** to any one bone as a result of one **accident**.

MAXIMUM BENEFITS FOR A SINGLE CLAIM
The maximum total **benefit** which we will pay for a single claim following a claim by **you** under this policy or any other policy in force with us is a sum equal to the **accidental death benefit** (dependant on **benefit** level chosen which is shown in **your** schedule). Where any payment is made for out of **work benefit** and/or **hospitalisation benefit**, the amount paid will be deducted from any lump sum subsequently payable for serious injury **benefit** in respect of the same **accident**.

The maximum total **benefit** which we will pay for all claims during the life of this policy is a sum equal to the a**ccidental death benefit** plus 26 weeks out of **work benefit** (dependant on **benefit** level chosen which is shown in **your** schedule)

7 WHAT YOU ARE NOT COVERED FOR

We will not pay **benefit** for any **accident** that is directly or indirectly caused by or whilst undertaking any of the following:

- A **pre-existing medical condition**, unless **you** have been symptom free and not received **treatment** or advice for that condition, for at least two years prior to a claim.
- **Professional** sports
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction
- Suicide or self-inflicted injury whether of a sound mind or not
- If **you** are a Member of Irish Defence Services
- An **accident** arising from participation in, or an attempt to commit a criminal offence
- Any fees involved in completing claim forms etc.
- Where all relevant Health & Safety precautions are not undertaken and equipment is not up to the accepted minimum standard set by the governing body of the sport which is being undertaken
- We will not pay any **accident** that is directly or indirectly caused by or whilst undertaking any of the following: travel to any territories whose Security Status, as advised by the Department of Foreign Affairs' (DFA) Travel Advice service, is 'Avoid Non-Essential Travel' or 'Do Not Travel', as shown in the DFA's web site, www.dfa.ie, on **your** date of departure from the Republic of Ireland
- An **accident** that is not the result of participating in an eligible **equine activity**
- A **fracture** to a bone that is not listed in the **benefits** table.
- **Bodily injury** or **accidental death** caused by any sickness, disease, bacterial or viral infection, naturally occurring condition or degenerative process.
- The appropriate waiting period has not been completed and/or the condition **you** are claiming first arose during that period
- An **accident** which occurs while **you** are away from the Republic of Ireland for a period intended by **you** to be more than 90 days, or if **you** cease to be resident in the Republic of Ireland.

8 WHEN YOUR PROTECTION ENDS

Your policy will cease if:

- **you**, or **your** employer/affinity association if a group scheme, cancel the policy at any time by letting us know in writing, email or by telephone
- **you** are no longer a resident of Republic of Ireland
- **you**, or **your** employer/affinity association if a group scheme, do not maintain payment of **your** premiums
- **you** have reached the first renewal date after **your** 65th birthday
- the maximum **benefit** has been paid out, **you** can find details in clause 6 of this policy.

9 CAN STEADFAST INSURANCE PARTNERS LIMITED CANCEL OR CHANGE THE TERMS OF MY POLICY?

We may cancel **your** policy, or amend the terms of **your** cover and notify **you** (or **your** employer/affinity association if a group scheme) in writing, if at any time **you** have:

- misled **us** by mis-statement or concealment of any material information
- knowingly claimed payment of any sum under this policy for any purpose other than as are provided for under this policy
- agreed to any wrongful attempt by a third party to obtain a financial advantage to **our** detriment
- otherwise failed to observe the terms and conditions of this policy or failed to act with utmost good faith.

We may terminate or change the terms and conditions of **your** policy, including the amount of **your** premium, by giving **you** not less than 60 days written notice in advance. If we give **you** such notice we will explain the reason; for example:

- to respond to changes in the law or decisions of the Financial Services and Pensions Ombudsman
- to meet regulatory requirements
- to reflect new industry guidance and codes of practice that raise levels of consumer protection
- to respond to changes in interest rates, market rates or tax rates
- to reflect other legitimate cost increases or reductions associated with continuing to provide **you** with the services and **benefits** under **your** policy

Currently all **benefits** under this policy are non-taxable although this may change in line with any amendments to legislation.

10 ADDITIONAL RULES

You must give **us** written notification of any claim or right of action against any party which gives rise to the claim under this policy. **You** must take all steps we reasonably require in making a claim upon that other party. We shall be entitled to pursue in any policyholders name for **our** own **benefit** any claim for indemnity or damages or otherwise which relates to any **benefits** and costs paid or payable under this policy. We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim, but we shall have no responsibility for any claim for uninsured losses, in respect of which the policyholder and/or dependants should ensure that legal advice is taken.

Waiver by **us** of any term or condition of this policy will not prevent us from relying on such terms and conditions thereafter.

11 MAKING A CLAIM

To make a claim, just call the Hive Insurance Services Claims

Team on 074 9161868* or email enquiries@hiveinsure.ie and we will send a claim form to **you**.

You must provide **us** with the information stated under each **benefit** in the claim form and any further information we ask for, such as medical certificates or reports. These documents are to be provided at **your** expense. **You** may also be required to have a medical examination when and as often as it may be necessary during the claim and/or payment of a claim.

All claims are assessed by reference to this document and **your** Schedule. The decision of any independent Medical Advisor appointed by **us** shall be conclusive and binding on both parties. Claim forms should be returned back to Hive Insurance Services.

If **you** are receiving **benefits** under this insurance **you** or **your** employer/affinity association will need to continue to pay the premium in order to maintain cover under this insurance.

12 MAKING A COMPLAINT

We aim to provide the highest standards of service at all times. Should **you** have a complaint about the sale, administration or claims handling of **your** policy, please contact Hive Insurance Services, Office 15, Lakeview Point, Unit 24 Claregalway Corporate Park, Claregalway, Co. Galway, H91 PX38, telephone 074 9161868*, and **you** will be provided with details of **our** complaints procedure.

If **your** complaint is not resolved to **your** satisfaction, **you** may ask the Financial Services and Pensions Ombudsman to review **your** case. Their contact details are: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie

For complaints relating to the policy wording:
Please contact Steadfast Insurance Partners Limited, Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, CBD 1020, Birkirkara, Malta. Telephone: +356 2016 2600. or by email on complaints@steadfast.eu.
The insurer will endeavor to resolve your complaint within 15 working days.

After this action, if **you** are still not satisfied with the way **your** complaint has been dealt with, **you** can ask the Office of the Arbiter for Financial Services (Malta) to review **your** case. Their contact details are the Office of the Arbiter for Financial Services, N/S in Regional Road, Msida, Malta.
Telephone +356 2124 9245.
Email: complaint.info@asf.mt
Website: www.financialarbiter.org.mt

Both the Financial Services and Pensions Ombudsman and the Office of the Arbiter for Financial Services (Malta) have been set up by law to help settle individual disputes between consumers and financial firms. They can decide if we have acted wrongly and if **you** have lost out as a result. If this is the case they will tell **us** how to put things right and whether this involves compensation. Their service is independent and the making of a complaint does not affect **your** right to take legal proceedings.

13 LEGAL

TRANSFER
You cannot transfer or sell the rights or **benefits** under this policy.

FALSE AND MISLEADING INFORMATION
Any fraudulent, false or misleading statements made by **you** either when applying for **your** policy or in relation to any other matter affecting **your** policy or when **you** are making a claim may result in **your** policy becoming invalid and **you** losing all **your** entitlement to **benefits** under this policy.

We may use video surveillance to investigate any claim that we have good reason to believe may be fraudulent.

GOVERNING LAW
Irish law applies to this policy unless **you** have asked for another law and we agreed to this in writing before the **start date**. Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

ACCESSIBILITY
In order to make **our** documentation accessible to all, we are able to provide upon request audiotapes, large print documentation and Braille documentation. Please advise **us** if **you** require any of these services to be provided so that we can communicate in an appropriate manner.

SAFEGUARDING YOUR PREMIUMS AND CLAIM PAYMENTS
All premium payments from **you** and due to the **insurer** for this policy will be held by Hive Insurance Services on behalf of the **insurer**. Hive Insurance Services will hold any premium refund or claim **benefit** that is due to **you** from the **insurer**.

Any premium collected by Hive Insurance Services will be immediately deposited in a bank account held in the name of the **insurer**. This means that once a premium is paid to Hive Insurance Services it is deemed to have been received by the **insurer** and that all claims **benefits** and premium refunds from the **insurer** are not deemed to have been paid until **you** have actually received them.

SANCTIONS
We will not provide cover and will not be liable to pay any claim where the provision of such cover would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

14 DATA PRIVACY

In this section of the Insurance Policy, these terms shall have the following meanings:
(i) "**controller**" or "**data controller**" means a person who determines the purposes for which, and the manner in which, personal data is processed;
(ii) "**data subject**" means an identified or identifiable natural

living person to whom personal data relates. Both the Policyholder and its Beneficiaries can be data subjects;
(iii) "**joint controllers**" refers to two or more controllers which jointly determine the purposes and means of processing of personal data;
(iv) "**personal data**" means data relating to a natural living individual person who can be identified from the data being possessed. This includes, but is not limited to, that person's name, surname, address, date of birth, nationality, gender, identity document number, contact details, bank account details and online identifiers;
(v) "**processing**" means any activity that involves use of personal data. It includes obtaining, recording, or holding data, or carrying out any operation or set of operations on data (including organising, amending, retrieving, using, disclosing, erasing or destroying it);
(vi) "**processor**" or "**data processor**" means any person which processes personal data on behalf the controller;
(vii) "**sensitive personal data**" or "special categories of personal data" includes information about a person's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, physical or mental health or condition or sexual life, or about the commission of, or proceedings for, any offence committed or alleged to have been committed by that person, the disposal of such proceedings or sentence of any court.

The personal data provided by, or otherwise collected about, the Policyholder and its Beneficiaries will be processed by both the Insurer and the Broker, in accordance with the provisions of the General Data Protection Regulation (Regulation 2016/679) ("GDPR"), their local applicable data protection laws and regulations (which, in the case of the Insurer, means the Maltese Data Protection Act, Chapter 586 of the laws of Malta) and the practices set out in their respective privacy notices.

Those Privacy Notices may be accessed and consulted through the following links:

- The Insurer (https://hiveinsure.ie/wp-content/uploads/Steadfast-Privacy-Notice-2025.pdf); and
- The Broker (www.hiveinsure.ie/privacy-policy/)

During the course of this Insurance Policy, the Insurer and the Broker will each act as a controller of, and may share with one another, personal data relating to the Policyholder and its Beneficiaries ("Policy Personal Data"). The Insurer and the Broker have warranted and represented to each other that they will only process such Policy Personal Data fairly and lawfully and shall ensure that they have legitimate grounds under the data protection laws for any processing that may be carried out by them.

(i) the identity and contact details of the joint controllers are:

- Steadfast Insurance Partners Limited, a company incorporated in Malta with company number C55905 and its registered office at Level 3, Gasan Centre, Triq il-Merghat, Zone 1, Central Business District, Birkirkara, Malta, CBD 1020 (i.e., the "Insurer"). Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: dpo@steadfast.eu;
- Hive Insurance Services DAC (Company Registration No 360638) is regulated by the Central Bank of Ireland, registered number C29542 and a wholly owned subsidiary of Hive Insurance Services Limited. Its data protection officer, who serves as its contact point on all data protection matters, can be contacted at: dataprotectionofficer@hiveinsure.ie

(ii) the personal data which is under their joint control may include the following:

Personal information:

- Contact details such as name, email address, postal address and telephone number
- Details of any other persons included on the policy where they are named on your policy and the relationship to you as policyholder
- Lifestyle and social circumstances for example; your interests, such as whether you play a sport, your housing status and number of dependents
- Identification information such as your date of birth, passport and driving licence
- Financial information such as bank details, credit card details and information obtained as a result of our credit checks
- Information obtained through our use of cookies. You can find out more about this in our cookies policy
- Information relevant to your claim or your involvement in the matter giving rise to a claim
- Details of bankruptcies and other financial sanctions such as HMRC investigations
- Your marketing preferences

Sensitive Personal information:

- Details of your current or former physical or mental health
- Details concerning sexual life or sexual orientation, for example marital status
- Details regarding criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

(iii) the Broker shall be primarily responsible for notifying the relevant data subjects of the Policy Personal Data of the matters specified in articles 13 and 14 of the GDPR (such as the purposes for processing their data, potential recipients, retention timeframes). In that context, the main purposes for processing such Policy Personal Data are likely to relate to the execution, performance and administration of the Insurance Policy, including claims, and for operational and compliance purposes, such as financial management or fraud prevention or reporting. The data collected for such purposes is strictly required. Without it, the entry into and performance of the policy (including claims) will be rendered difficult, if not impossible, for the parties;

(iv) where a data subject of such Policy Personal Data attempts to exercise any one of its data subject rights under the GDPR (which are described further on below), the Broker shall assume responsibility for responding to that request, with the cooperation of

the Insurer. Moreover, in the event that the Insurer receives a data subject request, the parties have agreed that the Insurer will forward it to the Broker so that it may handle it and interface with the data subject; and

(v) if either party becomes aware of a personal data breach affecting or relating to any Policy Personal Data, that party shall promptly inform the other so as to allow them, as joint controllers, to investigate the breach and determine its cause. Although the parties will jointly participate in this investigation, any mandatory notifications about it will only made by the party with whom the breach was committed or from whom the reason for the breach originates. If the reason for the breach cannot be attributed to any one of the parties, then the Broker shall take lead on, and be responsible for, ensuring compliance with all data breach reporting or notification obligations.

NOTE HOWEVER that irrespective of the terms of those joint controller arrangements (as described above), the data subjects are not bound by them and may exercise their rights in respect of and against each of the Insurer and the Broker. Therefore, even though contact points have been designated in order to in particular facilitate the handling of data subject requests, data subjects are not obliged to keep to them and may freely choose to direct their requests to either or both the Insurer and Broker.

LEGAL RIGHTS

Under certain circumstances, the data subject has certain rights in relation to his or her personal data:

- Request access to your personal data.
- Request correction (rectification) of your personal data.
- Request erasure of your personal data.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

Those data subject rights are not absolute or unreservedly guaranteed, but need to be weighed against the controller's own legal obligations and legitimate interests (in this case, the Insurer and the Broker).

Further detail on the nature of those rights, and what they involve, will be provided by the Broker, as the party designated as being responsible for compliance with such matters. Alternatively, such detail can be obtained from the parties' respective privacy notices.

Data subjects also have the right to lodge a complaint at any time to a competent supervisory authority on data protection matters, such as (in particular) the supervisory authority based in the place of their habitual residence or place of work. In the case of Malta, this is the Office of the Information and Data Protection Commissioner (the "IDPC") (https://idpc.org.mt). In Ireland this is the Data Protection Commission at: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland. Tel 0761 104 800.

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