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# CLIENT TERMS OF BUSINESS & PRIVACY STATEMENT

**MARINA**  
INSURANCE BROKERS



## TERMS OF BUSINESS & PRIVACY STATEMENT

### Part A - General Terms of Business

#### 1. Introduction and Application

This Statement sets out the basis on which Marina Insurance Brokers LLC ("MIB", "we", "our", or "us") provides insurance brokerage and related services to clients, followed by MIB's Privacy Statement.

This Statement applies to prospective clients, policyholders, insured persons, beneficiaries, authorised representatives, claimants, complainants, and other persons whose information is provided to MIB in connection with requested or arranged insurance services. In this Statement, the person or entity receiving or using MIB's services is referred to as the "Client".

This Statement shall apply upon the first occurrence of any of the following:

- (a) signature, acknowledgment, or acceptance of this Statement.
- (b) a request for MIB to obtain quotations, arrange insurance cover, assist with renewal, support a claim, or otherwise provide services; or
- (c) continued dealings with MIB after this Statement has been made available or provided.

Where a separate engagement letter, quotation submission, placement confirmation, proposal, or product-specific arrangement is issued, that document shall be read together with this Statement. In the event of inconsistency, the more specific document shall prevail to the extent of the inconsistency, unless applicable law or regulation requires otherwise.

This Statement supersedes prior client-facing terms, notices, consents, acknowledgments, or similar documents previously used by MIB in relation to the same subject matter, except to the extent that any earlier document continues to apply by law, by product-specific requirement, or by an express written agreement.

#### 2. About MIB

MIB is an insurance brokerage firm established in the United Arab Emirates and authorised to carry on insurance brokerage activities in accordance with the laws and regulations applicable in the UAE.

MIB is licensed and regulated by the Central Bank of the United Arab Emirates and operates under **Category 1 Primary Insurance Brokerage License No. 151**.

Where relevant to the nature of the insurance services requested or provided, MIB's activities may also be subject to additional sector-specific legal and regulatory requirements applicable to health insurance business in the Emirate of Abu Dhabi and the Emirate of Dubai, including applicable Department of Health - Abu

Dhabi ("DoH"), Dubai Health Authority / Dubai Health Insurance Corporation ("DHA / DHIC"), and related health-data governance, confidentiality, and regulatory requirements.

Insurance cover is provided by the relevant insurer or insurers that accept the risk and issue the relevant policy, endorsement, certificate, or other evidence of cover. MIB is not an insurer and does not itself underwrite or assume insurance risk unless expressly stated otherwise in writing under a specific and lawfully authorised arrangement.

#### 3. MIB's Role and Basis of Engagement

In performing its role, MIB will act on the basis of the Client's instructions, the information made available to MIB, the insurance market approached, the terms offered by insurers, and the legal and regulatory framework applicable to the relevant class of insurance and service.

MIB may provide information, comparisons, and guidance in relation to available insurance options; however, the final decision as to the selection of any insurer, cover, limits, and terms remains exclusively with the Client.

The Client acknowledges that underwriting decisions, acceptance of risk, premium rating, policy terms imposed by insurers, claims decisions, and the financial solvency or future performance of an insurer remain the sole responsibility of the relevant insurer, unless liability arises from MIB's proven breach of applicable law, regulatory duty, or contractual obligation.

MIB shall use reasonable care and skill in performing its brokerage services in accordance with applicable law and regulation. However, MIB does not guarantee that any quotation will be obtained, that any insurer will accept a risk, that cover will be available on terms acceptable to the Client, or that any requested amendment, renewal, or claim outcome will be approved by an insurer.

Where the requested insurance cannot be obtained as a whole or in part on the basis requested, MIB shall inform the Client accordingly and, where applicable, communicate any alternative terms, limitations, or conditions made available by the relevant insurer or market.

Nothing in this Statement shall be interpreted as creating a fiduciary, discretionary, or trustee relationship beyond the brokerage and related services expressly undertaken by MIB, unless otherwise expressly agreed in writing.

#### 4. Scope of Services

MIB provides insurance brokerage and related services in accordance with applicable law, regulation, license conditions, and the operational arrangements applicable to the relevant class of insurance.

Such services may include, as applicable, assisting the Client in identifying its specific insurance requirements,

obtaining and presenting quotations from the insurance market, facilitating the submission of proposals and supporting documents, arranging and facilitating the placement of insurance cover with insurers, supporting policy renewals and ongoing policy servicing, and assisting with mid-term amendments, endorsements, additions, deletions, or cancellations, as well as providing claims handling support and other related brokerage services.

#### **5. Client Instructions and Authority**

MIB may rely on instructions, confirmations, approvals, declarations, and documents received from the Client or from any person appearing to MIB to be authorised to act on the Client's behalf, including an authorised signatory, director, officer, HR representative, employee benefits representative, family representative, or other nominated contact.

The Client is responsible for ensuring that any person providing instructions, information, or documentation to MIB on the Client's behalf has the necessary authority to do so. Unless MIB receives written notice to the contrary, MIB may continue to act on such instructions and authority.

Where services are provided in relation to group insurance, corporate policies, dependent coverage, employee benefits, family members, beneficiaries, or other persons connected to the Client, MIB may rely on the instructions and authority of the person or entity that engages MIB, unless MIB is required by law, regulation, policy terms, or the particular circumstances to act on a different basis.

#### **6. Communications and Electronic Records**

MIB may communicate with the Client through approved communication channels, including email, portal, electronic platform, recorded telephone lines where applicable, or other durable electronic means permitted under applicable law and regulation. Instant messaging applications shall not be used where prohibited by applicable law, regulation, or regulatory notice.

The Client shall ensure that MIB has accurate and up-to-date contact details and shall promptly review quotations, notices, statements, policy documents, renewal communications, endorsements, and other records provided by MIB or by insurers through MIB.

Electronic copies, scanned copies, system records, and communications maintained by MIB in the ordinary course of business may be relied upon as evidence of the relevant instruction, disclosure, notice, or transaction record, subject always to applicable law.

#### **7. Quotations, Market Approach, and Placement of Insurance**

MIB shall use reasonable efforts, based on the Client's instructions and the information provided by the Client, to approach insurers or other permitted insurance markets in

order to obtain quotations or terms for the requested insurance cover.

The number and identity of insurers or markets approached in any particular case may depend on the class of insurance, the nature of the risk, market availability, underwriting requirements, operational considerations, and any applicable legal or regulatory requirements.

Unless otherwise required by applicable law, regulation, or the specific circumstances of the case, MIB does not undertake to approach the whole market or every available insurer. MIB may approach a limited number of insurers, a single insurer, or a specific market where this is appropriate in light of the Client's requirements, the nature of the insurance, market availability, and the applicable legal or regulatory framework.

Any quotation, indication of terms, renewal terms, or similar communication provided by MIB shall remain subject to the relevant insurer's underwriting criteria, policy terms, conditions, exclusions, limits, deductibles, warranties, documentation requirements, and final acceptance of the risk.

The Client shall be responsible for promptly reviewing all quotations, summaries, renewal terms, policy wordings, endorsements, exclusions, warranties, special conditions, and any other insurance documentation provided by MIB, and shall notify MIB without delay of any clarification, correction, discrepancy, or amendment required.

Placement of insurance shall be treated as complete only when the relevant insurer or authorised market participant has accepted the risk and the cover has incepted or otherwise been confirmed in writing, subject always to satisfaction of any condition's precedent, premium payment requirements, documentation requirements, or other insurer requirements applicable to the placement.

#### **8. Duty of Disclosure and Accuracy of Information**

The Client shall provide MIB with complete, accurate, and up-to-date information in relation to the requested insurance and shall not omit, withhold, misstate, or misrepresent any fact, circumstance, or detail that may be material to the risk, the underwriting decision, the terms of cover, or the handling of any claim.

The Client is responsible for ensuring that all information, declarations, estimates, values, schedules, supporting documents, and other particulars provided to MIB or to any insurer through MIB are true, correct, and not misleading.

If the Client has any doubt as to whether any information is material (meaning it would influence an insurer's assessment of the risk or their decision to underwrite the risk), the Client shall disclose it to MIB, as failure to do so might lead to the policy being voided by insurers.

The Client shall promptly notify MIB of any change in circumstances, new information, or correction that may affect the insurance, including before inception, during the policy period, at renewal, and at the time of any claim.

MIB shall be entitled to rely on the information and documents provided by or on behalf of the Client without independent verification, unless otherwise required by law, regulation, or the particular circumstances.

Any failure by the Client to provide complete, accurate, and timely information may result in delay, amendment of terms, additional premium, restriction of cover, rejection of a claim, or refusal by an insurer to accept or continue the risk, and MIB shall not be responsible for any consequence arising from such failure.

### **9. Premium Payment**

The Client is responsible for settling all amounts due to the relevant insurer in cleared funds and in the billing currency specified in the insurer's tax invoice, debit note, or other relevant payment documentation. All premium payments must be made directly to the insurer in accordance with the Central Bank of the UAE Insurance Broker Regulations.

MIB does not collect or hold premium payments on behalf of insurers. MIB's role is limited to facilitating the placement of insurance and supporting communication between the Client and the insurer in relation to the insurance transaction.

The Client acknowledges that failure to pay the premium in full or on time may affect the issuance, continuation, renewal, or validity of the insurance cover, in accordance with the applicable policy terms and insurer requirements.

### **10. Claims Notification and Claims Support**

The Client shall notify MIB and the relevant insurer promptly upon becoming aware of any loss, damage, incident, circumstance, or event that may give rise to a claim under the insurance policy.

The Client is responsible for complying with all policy terms, conditions, deadlines, and procedures relating to claims, including the timely submission of claim notifications, supporting documents, evidence, and any other information required by the insurer.

MIB shall assist the Client in notifying the claim to the insurer, coordinating communications, and following up on the progress of the claim. Any such assistance shall be provided on a facilitative basis and shall remain subject to the terms of the policy, the insurer's procedures, and the information and documents made available by the Client.

The Client acknowledges that investigation, assessment, adjustment, acceptance, rejection, settlement, and payment of any claim are matters to be determined by the relevant insurer in accordance with the applicable policy terms and conditions. MIB does not guarantee the acceptance, outcome, or timing of any claim.

Any delay in notification, failure to provide complete or accurate information, failure to submit required supporting documents, or non-compliance with policy conditions may affect the insurer's consideration of the claim.

### **11. Complaints Handling and Contact Details**

If the Client has any complaint concerning MIB's services, conduct, communication, or handling of an insurance transaction, the Client may raise the complaint with MIB.

MIB shall handle complaints in accordance with its internal complaints handling procedures and the applicable legal and regulatory requirements. The Client should provide sufficient details and supporting documents to enable the complaint to be properly reviewed and addressed.

MIB will review the complaint, communicate with the Client as appropriate, and aim to provide a response within the timeframe applicable under MIB's complaints handling procedures and the relevant regulatory requirements.

If the Client remains dissatisfied after MIB's final response, the Client may have the right to escalate the matter to Sanadak (the Ombudsman Unit for the UAE Central Bank) or the relevant regulatory or competent authority, in accordance with the applicable legal and regulatory framework.

Complaints may be submitted through MIB's designated complaint channels, including MIB's complaints page at <https://marina.ae/complaints/>, together with any other complaint contact details or channels notified by MIB in its official communications from time to time.

### **12. Anti-Money Laundering, Sanctions, Fraud Prevention, and Regulatory Disclosures**

MIB is required to comply with applicable laws and regulatory requirements relating to anti-money laundering, counter-terrorist financing, sanctions, anti-fraud controls, and other financial crime compliance obligations.

MIB may request identification documents, corporate records, beneficial ownership information, KYC information, source-of-funds or payment-related information, and other supporting documents before or during the business relationship, and may conduct screening, verification, and due diligence checks as required or permitted by law and regulation.

Where required by law, regulation, internal control requirements, sanctions restrictions, suspected fraud indicators, or insurer requirements, MIB may delay, restrict, decline, suspend, or terminate services or decline to proceed with a transaction. MIB may also make disclosures to insurers, auditors, regulators, governmental authorities, or other persons where such disclosure is required or permitted by applicable law or regulation.

### 13. Termination or Cessation of Services

Either MIB or the Client may terminate or cease the business relationship, or any service arrangement, by written notice, subject to any applicable law, regulation, or policy condition.

MIB may also cease acting immediately where required by law, regulation, sanctions restrictions, anti - money laundering obligations, fraud concerns, non-cooperation, or lack of required information.

Termination or cessation shall not affect any rights, obligations, liabilities, or matters arising prior to the effective date of termination, or any provision intended to survive it.

## Part B - Privacy Statement

### 14. Privacy and Personal Data Processing

MIB collects, uses, stores, discloses, and otherwise processes personal data and, where relevant to the requested insurance product or service, health-related information in connection with insurance brokerage services, policy servicing, renewals, claims support, complaints handling, and compliance with legal and regulatory obligations.

MIB processes such information only where a valid lawful basis exists under UAE Federal Decree-Law No. 45 of 2021 on Personal Data Protection (PDPL) and other applicable health-data regulatory requirements. Depending on the circumstances, MIB may rely on contractual necessity, pre-contractual steps, legal or regulatory obligation, legitimate interests where lawful, consent where specifically required, or any other lawful basis permitted under applicable law in connection with MIB's role as a licensed insurance broker and the provision of insurance brokerage and related services.

Where the Client provides personal data relating to another person, including an employee, dependent, beneficiary, family member, authorised representative, claimant, or other insured person, the Client confirms that it has the authority to provide such information to MIB and, where required, to inform the relevant individual that their data may be processed in connection with the requested insurance services.

### 15. Categories of Personal Data Processed

The categories of personal data processed by MIB may include, as applicable, identification data, contact details, demographic information, policy and insurance details, risk-related information, financial and payment-related information, claims information, correspondence records, complaint-related information, regulatory and compliance information, and any other information reasonably required in connection with the requested insurance services.

Where relevant to the insurance product, claim, or service requested, MIB may also process health-related information and other sensitive personal data to the extent necessary and permitted under applicable law and regulatory requirements.

The categories of personal data processed in any case will depend on the nature of the insurance, the services requested, the role of the individual concerned, and the legal and regulatory requirements applicable to the relevant transaction or relationship.

### 16. Purposes of Processing

MIB processes personal data for purposes connected with the provision of insurance brokerage and related services, including obtaining quotations, arranging or facilitating placement of insurance, underwriting submissions, policy administration, renewals, endorsements, claims support, complaints handling, client communication, premium follow-up, regulatory compliance, fraud prevention, recordkeeping, audit, and the establishment, exercise, or defense of legal rights and claims.

MIB may also process personal data for internal administration, service improvement, risk management, information security, business continuity, regulatory reporting, and any other purpose that is compatible with the original purpose of collection and permitted under applicable law and regulatory requirements.

Where consent is specifically required for a particular purpose, MIB shall seek such consent in accordance with applicable law and regulatory requirements.

### 17. Disclosure and Sharing of Personal Data

MIB may disclose or share personal data, to the extent necessary and permitted under applicable law and regulatory requirements, with insurers, reinsurers, underwriting agencies, third-party administrators, service providers, loss adjusters, claims administrators, medical providers, regulatory or governmental authorities, professional advisers, auditors, and other parties involved in the provision, administration, servicing, renewal, or claims handling of the relevant insurance or related services.

MIB may also disclose personal data where such disclosure is necessary for compliance with legal or regulatory obligations, fraud prevention, sanctions screening, audit, investigation, dispute resolution, or the establishment, exercise, or defence of legal rights and claims.

MIB shall take reasonable steps to ensure that disclosures of personal data are limited to what is necessary for the relevant purpose and are made subject to appropriate confidentiality, security, and legal safeguards, where applicable.

## 18. Data Location and Cross-Border Transfers

MIB stores and processes personal data in the United Arab Emirates in accordance with applicable law and regulatory requirements. MIB does not transfer health-related data outside the United Arab Emirates and shall handle such data in accordance with the legal and regulatory requirements applicable to health information.

Where transfer of non-health personal data outside the United Arab Emirates is required by law or is otherwise lawfully permitted and necessary for a specific insurance-related purpose, MIB shall ensure that such transfer is carried out only in accordance with applicable legal and regulatory requirements and subject to appropriate safeguards.

## 19. Retention of Personal Data

MIB shall retain personal data only for as long as necessary for the purposes for which it was collected or processed, including insurance servicing, renewals, claims support, complaints handling, legal and regulatory compliance, audit, recordkeeping, and the establishment, exercise, or defence of legal rights and claims.

The applicable retention period may vary depending on the nature of the data, the type of insurance, the legal or regulatory requirements applicable to the relevant transaction, and any continuing operational, contractual, or dispute-related need to retain the information. Where health-related data is involved, longer retention periods may apply, including retention periods of not less than 25 years where required by applicable law or regulatory requirements.

Upon expiry of the applicable retention period, MIB shall securely delete, destroy, anonymise, or otherwise dispose of the personal data in accordance with applicable law, regulatory requirements, and MIB's internal policies and procedures.

## 20. Data Subject Rights and Privacy Contact

Subject to applicable law and regulatory requirements, individuals may have rights in relation to their personal data, including the right to request access to personal data, correction of inaccurate or incomplete data, restriction of processing, objection to processing in certain circumstances, data portability where applicable, and deletion or erasure where legally permissible.

These rights are not absolute and may be limited where processing is required for compliance with legal or regulatory obligations, the establishment, exercise, or defence of legal rights and claims, fraud prevention, public-interest requirements, recordkeeping obligations, or any other lawful exception or restriction applicable under the relevant legal and regulatory framework.

Requests relating to personal data rights, privacy concerns, or suspected misuse of personal data may be submitted to MIB's Compliance Function through the privacy contact details or communication channels available on Marina Insurance Broker's privacy page at [marina.ae](http://marina.ae) or otherwise notified by MIB for this purpose. MIB may request sufficient information to verify the identity and authority of the requester before acting on any such request.

## 21. Information Security and Confidentiality

MIB implements appropriate technical, organisational, and administrative measures to protect personal data against unauthorised or unlawful access, use, disclosure, alteration, loss, destruction, or other misuse, in accordance with applicable law, regulatory requirements, and MIB's internal policies and procedures.

MIB also takes reasonable steps to ensure that personal data is accessed only by persons who have a legitimate business, legal, or regulatory need to know such information and who are subject to appropriate confidentiality and security obligations.

While MIB applies appropriate safeguards to protect personal data, no method of transmission, storage, or processing can be guaranteed to be entirely free from risk.

## 22. Amendments and Updates

MIB may amend or update this Statement from time to time to reflect changes in law, regulation, regulatory guidance, business operations, insurer practices, service arrangements, or MIB's internal policies and procedures.

The latest version of this Statement may be made available through MIB's usual communication channels, website, proposal documentation, quotation documentation, renewal documentation, or other client communications. Any updated version shall apply from the date it is issued, published, made available, or otherwise communicated, unless a different effective date is stated.

## 23. Governing Law and Jurisdiction

This Statement shall be governed by and construed in accordance with the laws of the United Arab Emirates and, where applicable, the laws and regulations in force in the relevant Emirate.

Any dispute, claim, or matter arising out of or in connection with this Statement or the services provided by MIB shall be subject to the jurisdiction of the competent courts of the United Arab Emirates, unless applicable law or regulation requires otherwise.