

**PROFESSIONAL INDEMNITY INSURANCE POLICY
FOR
ARCHITECTS AND CIVIL ENGINEERS**

Thank **you** for choosing MAPFRE Middlesea p.l.c.

You should read these documents and check them carefully to ensure they provide **you** with the cover **you** require. It is important that **you** advise **us** immediately whenever any changes occur that affect what **you** have told **us**.

In consideration of the payment of premium and based on the information given to **us** by **you** in the written **proposal form** and declaration dated as shown in the attached **schedule**, **we** agree to indemnify **you**, subject to all the terms and conditions of the **policy**, for:

Any sum or sums which **you** may become legally liable to pay arising from any **claim** or **claims** made against **you** during the **period of insurance** by reason of any act, error or omission occurring or committed in good faith in connection with the **business** or practice on **your** part or that of any of **your partners** or any person employed by **you**.

FOR THE PURPOSES HEREOF, all **claims** against **you** arising from the same act, error or omission shall be regarded as one **claim**, it is being understood and agreed that **our** liability for all damages and claimants' costs and expenses incurred with **our** written consent in the investigation, defence, and/or settlement of any **claim** shall not exceed in the aggregate during any one **period of insurance** the amount specified in the **schedule**.

PROVIDED ALWAYS THAT **we** shall be liable only, in respect of each and every **claim** hereunder, for the part of the **claim** (which for the purpose of this clause shall be deemed to include all costs and expenses incurred by **us** in the investigation and defence of the **claim**) which exceeds the amount stated as "the **deductibles**" in the **schedule**.

On behalf of the company



ETIENNE SCIBERRAS
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

TABLE OF CONTENTS

DEFINITIONS	3
STANDARD EXTENSIONS	5
OPTIONAL EXTENSIONS	5
GENERAL EXCLUSIONS	7
GENERAL CONDITIONS.....	13
OUR COMPLAINTS PROCEDURE.....	16

DEFINITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears unless the context requires otherwise.

Business means the professional services provided in the conduct of the **business** stated in the **schedule**.

Circumstance(s) means incident, occurrence, fact, matter, act or omission that may give rise to a **claim**.

Claim(s) means:

- a) a demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages; and/or
- b) any notice of intention to commence legal proceedings against **you**.

Deductible(s) means the first part of any **claim** which **you** have to pay **yourself**.

Employee(s) shall mean any individual under a contract of service or apprenticeship with **you** in regard to whom **you** have given notice of such employment to the competent public authorities, including such notice as is required to be given by fiscal and employment legislation.

Endorsement(s) means any alteration made to the **policy** which has been agreed by **us** in writing.

Exclusion means something **your policy** does not cover.

Insured means:

- a) **You**;
- b) any current or former **business partner**, director, member or principal or any person who becomes a **business partner**, director, member or principal during the **period of insurance**;
- c) any current or former **employee** or any person who becomes an **employee** during the **period of insurance**;
- d) the personal representative of any **business partner**, director, member, principal or **employee** in the event of the latter's death, incapacity, insolvency or bankruptcy; and/or
- e) any retired **business partner**, retired director or retired member whilst acting as **your** consultant.

Malta means the, or of the, Republic of **Malta** including any recognised sea passage within the Republic.

Partner(s) or Partnership mean any person in **business** with **you** under the terms of a **partnership** agreement whether express or implied under legislation.

Period of Insurance means any length of time which **we** have accepted **your** premium for, as shown on **your** latest **schedule**.

Policy means this booklet, the **schedule** and any **endorsements** all of which are to be read together.

Proposal Form shall mean:

- a) The **proposal form** that **you** have completed or has been completed on **your** behalf and which **you** have signed; and/or
- b) the Statement of Fact which lists the answers to the questions **you** were asked and the agreement to declarations when applying for this insurance online, and any other information given to **us** by **you** or on **your** behalf.

Retroactive Date shall mean the date from when the **insured** is covered for acts, errors or omissions committed in or about the conduct of their profession and for which they are required to give notice to **us**.

Schedule(s) means the document attaching to this **policy** covering **your** name and address, the **period of insurance**, the premium **you** have to pay, the limit of indemnity for which **you** are covered, details of any extensions or **endorsements** and other relevant details.

We, Us, Our mean MAPFRE Middlesea p.l.c.

You, Your or Yourself mean the **insured** described in the **schedule**.

STANDARD EXTENSIONS

RUN OFF COVER

In the event of this **policy** being cancelled or allowed to lapse by reason of the surrendering of warrant and/or retirement of any **partner** or practitioner, then the **policy** shall extend to indemnify **you** against any loss or **claims** made against **you** in the five years immediately following the termination of the **policy** provided that the act, error or omission giving rise to the **claim** has occurred during the **period of insurance** of the **policy**. The onus of proving the date upon which the act, error or omission giving rise to the **claim** has occurred or is alleged to have occurred, shall rest upon **you**.

OPTIONAL EXTENSIONS

The following Optional Extensions are deemed to apply only if shown in the **schedule** and/or **endorsements**.

Except to the extent that terms are altered by these extensions, cover is still subject to the rest of the terms of the **policy**.

1. LIBEL AND SLANDER

We will indemnify **you** for all sums which **you** may become legally liable to pay in respect of **claims** made against **you** during the period of this **policy** in direct consequence of any libel, slander or defamation uttered by **you** in the exercise and conduct of **your** professional **business**. **We** shall only indemnify **you** for amounts of loss and **claims** expenses which exceed that amount stated as the **deductible** shown in the **schedule** and then only up to a maximum amount equal to 25% of the limit of indemnity set forth in the **schedule**. Such maximum amount is part of and not in addition to the limit of indemnity shown in the **schedule** and in no event shall the limit of indemnity be increased by reason of such indemnification.

2. DISHONESTY OF EMPLOYEES

We shall indemnify **you** for any damages and **claims** expenses which exceed the amount stated as the **deductible** set forth in the **schedule**, which arise from any act, error or omission of any named **employees** of the firm/**partnership**. Provided always that no indemnity shall be afforded hereby to any person committing or condoning such dishonest or fraudulent act or omission and the sums payable under this **policy** shall only be for the balance of liability in excess of the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

We will indemnify **you** for **claims** first made by reason of any act, error or omission committed or alleged to have been committed during that period which begins on the date shown as the **retroactive date** in the **schedule**. Subsequently for the purposes of this **endorsement**, the definition of the **insured** shall also include any person who has been a former **partner** of the firm.

3. LOSS OF DOCUMENTS

In the event of physical loss of or damage to documents suffered during the period of this **policy**, **we** will indemnify **you** for reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any documents which are **your** property or in **your** care, custody or control of and for which **you** are responsible. Provided that documents which are stored on magnetic or electrical media are duplicated on magnetic or electrical media with the intention that in the event of loss or damage, the duplicate can be used as the basis for restoring the documents to their original status.

Our maximum liability in respect of this extension in respect of all **claims** is 25% (per cent) of the limit of indemnity shown in the **schedule**.

This **policy** is also extended to indemnify **you** for any liability other than the costs and expenses referred to above, which may arise in consequence of the physical loss of or damage suffered to any document referred to above.

Provided always that:

1. The amount of any **claim** for costs and expenses as depicted above shall be supported by bills or accounts which shall be subject to approval by a competent person nominated by **us** with **your** approval;
2. no liability shall attach hereto for any loss brought about or contributed to by the dishonesty of any of **your partners**.; and
3. on payment of any loss under this extension, **you** shall subrogate **your** right of procedure against any other person or persons for the recovery thereof to **us**.

Notwithstanding anything to the contrary contained herein, this extension shall not indemnify **you** for costs, charges and expenses covered above, directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or destruction of or damage to property by or under the order of any Government or Public or Local Authority.

“Documents” shall mean agreements, records, written or printed books, letters, certificates or written or printed documents and or forms of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this **policy**). The definition excludes bearer bonds, coupons, bank or currency notes or other negotiable paper.

4. PROFESSIONAL HEARING COSTS

We shall indemnify **you** for legal costs incurred in defending professional misconduct investigations up to a limit of €10,000 in any one **period of insurance**.

GENERAL EXCLUSIONS

We will not cover any **claim** or **claims** arising out of:

- i. bodily injury, disease, sickness or death of any person arising out of and in the course of their employment by **you** under a contract of service or apprenticeship with **you**;
- ii. ownership, possession, use, occupation or leasing of land, property mobile and/or immobile by, to or on behalf of **you**;
- iii. any dishonest, fraudulent, malicious, criminal or deliberate illegal acts by **you** or by any person in **your** employment;
- iv. the conduct of an individual, corporation, **partnership** or joint venture of which **you** are a **partner**, officer, member or **employee**, which is not designated in the **schedule** as a named **insured** unless specifically endorsed hereon;
- v. the failure to complete drawings, specifications or schedules of specifications on time, or the failure to act upon shop drawings on time, or the failure to comply with time limits set for the completion of part or all of the works;
- vi. libel and slander, unless cover has been purchased as an Optional Extension;
- vii. financial loss resulting from exceeding cost estimates;
- viii. the cost of replacing documents which have been lost, mislaid or destroyed, unless cover has been purchased as an Optional Extension;
- ix. any **claim** or **claims** arising out of any estimate of probable construction cost, duration, cost estimates being exceeded, any survey and/or valuation, estimates or profit or return on capital not being achieved;
- x. the costs of revising or redesigning drawings, plans, specifications or schedules of specifications;
- xi. inadequate accounting or imperfect control of accounts, or from financial operations or advices;
- xii. pure financial or pecuniary losses;
- xiii. the manufacture, construction, alteration, repair, servicing, treating, processing of any goods or products sold, supplied or distributed by **you** or from any **business** or occupation other than as stated in the **schedule**, even though same may be carried on by **you** in conjunction with **your business** as stated in the **schedule**;

- xiv. any **claim** or **claims** directly or indirectly caused by, arising out of or in any way connected with any construction, erection, fabrication, installation, assembly, manufacture, or remediation performed by **you**, including the costs of any materials, parts, or equipment furnished in connection therewith;
- xv. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law, confiscation or destruction by any government or public authority or any act or condition incident to any of the above, whether war be declared or not;
- xvi. acts, errors or omissions committed or omitted or alleged to have been committed or omitted anywhere outside the territorial limits;
- xvii. **claims** in respect of financial loss resulting from loss of use, loss of profit, lack of performance as to the quality and quantity of products or the productivity or efficacy of any plant or equipment;
- xviii. infringement of patents, copyrights, trade names, trademarks or registered design or the allocation of licenses;
- xix. any **claims**, damage or loss caused to, originated from or somehow related to the internet, to any hardware or software;
- xx. any **claims** arising out of any act, error or omission in connection with services or activities going beyond the scope of professional services of an architect and/or consulting engineer under domestic legislation, ethical codes and rules;
- xxi. liability assumed by **you**, by the contract or any other agreement or any express warranty or guarantee given by **you** which increases **your** legal liability; this **exclusion** shall, however, not apply to liability which would have attached to **you** in the absence of such contract, agreement, warranty or guarantee;
- xxii. liability due to force majeure;
- xxiii. **Pollution and/or Contamination**
Any liability incurred by **you** for:
 - a) personal injury or bodily injury or loss of damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, during the **period of insurance**;
 - b) the cost of removing, nullifying or cleaning-up seeping, pollution or contaminating substances during the **period of insurance**;
 - c) fines, penalties, punitive or exemplary damages.
- xxiv. **Financial Advice and/or Financial Matters Exclusion**
Any act, error or omission on **your** part in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters.
- xxv. **Insolvency and/or Bankruptcy Exclusion**
We will not indemnify **you** against any **claims** arising out of **your** insolvency or bankruptcy.

xxvi. **Radioactive Contamination**

We will not pay for loss or damage arising from or occasioned by:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
- e) any chemical, biological, bio-chemical or electromagnetic weapon.

xxvii. **Exclusion of Fines and Punitive Damages**

Fines, penalties, punitive or exemplary damages including for liability arising from breach of tax, competition, restraint of trade or antitrust legislation or any other damages resulting from the multiplication of compensatory damages.

xxviii. **Directors and Officers Liability Exclusion**

This **policy** shall not indemnify **you** against any **claim** arising from those liabilities consequent strictly upon being **your** director and/or officer or of any other legal entity, corporation or other incorporated body, whether a client of **yours** or otherwise, or arising out of any executorship or company secretarial work.

xxix. **Asbestos Exclusion**

It is hereby understood and agreed that this insurance shall not apply to and does not cover any actual or alleged liability whatsoever for any **claims** in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatsoever form or quantity.

xxx. **Bodily Injury and Property Damage and Consequential Loss Exclusion**

This **policy** shall not indemnify **you** against any **claims** for bodily injury and property damage and any consequential loss arising therefrom of any kind whatsoever occasioned by **you**.

xxxi. **Related Parties Exclusion**

This **policy** shall not indemnify **you** against any **claim** arising directly or indirectly from or in respect of any **claim** brought by

- a) any **insured**;
- b) any subsidiary;
- c) any company or trust which is operated or controlled by **you** or its nominees or trustees and in which **you** have a direct or indirect financial interest; and/or
- d) any company in which **you** have or have held at least a 20% financial interest and has held or has board representation on that company or any relative or any company owned or controlled by a relative, unless the professional services that gave rise to the **claim** were signed off by **your** principal who is a person not related to the relative.

xxxii. **Known Claims and Circumstances Exclusion**

We will not indemnify **you** against any **circumstance** or **claims** of which **you** are aware prior to the inception of this **policy**.

We shall not be liable for any **claims** or losses arising from or in respect of or as a result of any **claim** made against **you** prior to the commencement of the **period of insurance** nor in respect of any **claims** or **circumstances** notified under any previous **policy**, nor in respect of any **claims** or **circumstances** which might give rise to a **claim** which was known to **you** at the inception of the **policy** or which is stated on the **proposal form**, declaration or underwriting information being the basis of the **policy**.

'*Known circumstances*' is defined in this **policy** as any **circumstances** of which **you** were aware at the inception date of the **policy** of which **you** knew or ought reasonably to have known might give rise to a **claim** under the **policy**.

This **policy** does not insure loss arising out of any **claim** arising from **circumstances** of which **you** had become aware prior to the **period of insurance** and which **you** knew (or ought reasonably to have known) to be **circumstances** which may give rise to a **claim**.

xxxiii. **Nuclear Energy Risks Exclusion**

Notwithstanding any provision to the contrary within the **policy** of which this **endorsement** forms part (or within any other **endorsement** which forms part of this **policy**), the above mentioned sections of this **policy** shall exclude Nuclear Energy Risks.

For all purposes of this **policy**, Nuclear Energy Risks shall mean:

- a) all property on the site of a nuclear power station, nuclear reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station;
- b) all property, on any site (including but not limited to the sites referred to in (l) above) used or having been used for:
 - i. the generation of nuclear energy; or
 - ii. the production, use or storage of nuclear material
- c) any other property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association; and/or
- d) the supply of goods and services to any of the sites, described in a) to c) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by nuclear material.

Definitions

"Nuclear Material" means:

- a) nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- b) radioactive products or wastes.

"Radioactive Products or Wastes" means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

"Nuclear Installation" means:

- a) any nuclear reactor;
- b) any factory using nuclear fuel for the production of nuclear material, any factory for

the processing of nuclear material, including any factory for the reprocessing of irradiated nuclear fuel; and
c) any facility where nuclear material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

“Production, Use or Storage of Nuclear Material” mean the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of nuclear material.

“Property” shall mean all land, buildings structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:

- a) for nuclear power stations and nuclear reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
- b) for non-reactor nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

xxxiv. **Terrorism**

We will not pay for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this **endorsement**, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This **endorsement** also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **we** allege that by reason of this **exclusion**, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **you**. In the event any portion of this **endorsement** is found to be invalid or enforceable, the remainder shall remain in full force and effect.

xxxv. **Sanction Limitation and Exclusion Clause**

We shall not be liable to pay any **claim** or pay any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **you** 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, or any of its states.

xxxvi. **General Exclusion for Pandemics**

This insurance excludes loss, damage, cost or expense caused by, resulting from, arising out of or related to, either directly or indirectly, or any action taken to hinder, defend against or respond to any Pandemic or fear or threat of a Pandemic, including but not limited to:

- Coronavirus Disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- Any mutation or variation of SARS-CoV-2;

This **exclusion** applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, damage, cost or expense, and regardless whether or not there is any declaration of an outbreak of a Pandemic by the WHO or any authorised national or international body or legal jurisdiction.

For the purpose of this **exclusion**, a pandemic shall be defined as a widespread outbreak of a human infectious disease, i.e. a human-to –human spread of a virus (e.g. influenza, SARS-CoV-2) into at least three countries on two different continents.

xxxvii. **Trustee Liability Exclusion**

This **policy** shall not indemnify **you** against any **claim** arising, whether directly or indirectly, from any liabilities connected with any trustee services;

xxxviii. **Computer Virus Transmission Exclusion**

Notwithstanding anything contained herein to the contrary, this insurance does not cover any **claim** or **claims** arising out of the transmission by any person of any computer virus created, modified or adapted by **you** or by any person who has gained access to **your** information and communications technology systems.

xxxix. **Cyber Risks Clarification**

This **policy** excludes:

- a) loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any **business** interruption losses resulting from such loss or damage. Notwithstanding this **exclusion**, loss or damage to data or software which is the direct consequence of **your** physical damage to the substance of the property, shall be covered; and
- b) loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any **business** interruption losses resulting from such loss or damage.

xl. **Virtual Financial Liability Exclusion**

This **policy** shall not indemnify **you** against any **claim** arising, whether directly or indirectly, from any liabilities in connection with **your** activities in their capacity as a Virtual Financial Agent as defined by legislation in force or which may come into force after the issuing of this **policy**.

GENERAL CONDITIONS

1. CONTRACT AND JURISDICTION CLAUSE

Unless both **you** and **us** agree otherwise, this contract of insurance is a **Maltese** one and is governed by and according to **Maltese** Law and is subject to the exclusive jurisdiction of the **Maltese** Courts. The cover provided by this **policy** shall apply only to judgments or orders that are delivered by or obtained from a Court in **Malta**. Furthermore, the cover shall not apply to a judgment or order obtained in **Malta** for the enforcement of a judgment obtained elsewhere or to costs and expenses of litigation recovered by any claimant from **you** which costs and expenses of litigation are not incurred in **Malta**.

2. DISCLOSURE AND OBSERVANCE OF CONDITIONS

We will provide cover under this **policy** only if the material information **you** gave **us** when applying for insurance or when making a **claim** is true as far as **you** know. To be covered by this **policy**, **you** must keep to the terms, conditions and **endorsements** of this **policy**.

3. CLAIMS PROCEDURE (YOUR DUTIES)

- a) **You** shall, as a condition precedent to **your** rights to be indemnified under this insurance, give immediate written notice to **us**:
- i. of any **claim** made against **you**;
 - ii. of the receipt of notice from any person of an intention to make a **claim** against **you**;
 - iii. of any occurrence or **circumstances** of which **you** become aware during the **period of insurance** which may give rise to a **claim** against **you** and shall provide **us** with such particulars and information as **we** may require and shall then advise **us** in writing immediately that **you** have the knowledge of any impending prosecution in connection with the said **claim**, occurrence or **circumstance**.

Any such occurrence or **circumstance** notified to **us** during the **period of insurance** which subsequently gives rise to a **claim** shall be deemed to have been made during the subsistence of the **period of insurance**.

- b) **You** shall not admit liability or make or promise any payment in respect of any **claim** which may be the subject of indemnity under this **policy** or incur any costs or expenses in connection therewith without **our** written consent where **we** may choose to take over and conduct in **your** name with complete and exclusive control the investigation, defence and/or settlement of any such **claim** for which purpose **you** shall give all such information and assistance as **we** may reasonably require.

4. FRAUD

Where fraud (including exaggeration) is detected, **claims** will not be paid and **we** may refer the matter to the Police for criminal prosecution. The **policy** may not only be rendered invalid but **we** may also take other action consistent with **our** legal rights.

5. CONTRIBUTION

If at the time any **claim** arises under this **policy**, **you** are or would but for the existence of this **policy** be entitled to indemnity under any other **policy** or policies **we** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other **policy** or policies had this insurance not been effected.

6. CANCELLATION (YOUR RIGHTS)

You may cancel this **policy** at any time during its term. Any refund of premium will be worked out from the date **we** receive **your** cancellation instructions. Provided that the **policy** is paid in full and there has been no **claims** or incident likely to give rise to a **claim** during the current **period of insurance**, **we** will return a pro-rata refund for the unexpired **period of insurance**.

Notification in writing together with the **policy schedule** must be sent to **us**.

7. CANCELLATION (OUR RIGHTS)

- a) **We** may cancel this **policy** by sending **you** a registered letter giving **you** 30 days' notice to **your** last known address. **We** will refund the appropriate proportion of **your** premium worked out on a pro-rata basis from the date of **our** letter.
- b) **We** may also cancel the **policy** immediately at **our** discretion and without notice if **you** do not pay the premium. **You** will not get a refund for any part payments already made.

8. ARBITRATION

If **we** disagree about the amount to be paid under this **policy** (liability being otherwise admitted), **you** and **we** have the right to refer to arbitration. **We** will write to **you** to inform **you** of this option and must then write and tell **us** if **you** want to proceed. An arbitrator will be appointed in accordance with the statutory provisions in force at the time as amended or replaced from time to time. The apportionment of the costs and expenses of the arbitration will be determined by the arbitrator. The making of an award is a condition precedent to any right of action against **us**.

Using the arbitration procedure does not preclude **you** from appealing against the arbitrator's decision in a court of law.

9. IDENTIFICATION

This **policy** including the **endorsements, schedules** and specifications, shall be read together as one contract.

10. CHANGES IN YOUR CIRCUMSTANCES

You must notify **us** as soon as possible in writing about any changes that may affect this insurance if there is any change in **circumstances** or to the material facts previously disclosed by **you** to **us**

or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

You must also notify **us** as soon as possible if **you** have been declared bankrupt or have been convicted of or charged with but not yet tried for any offence other than driving convictions.

We will then advise **you** of any change in terms. If **you** are in any doubt please ask **us** or **your** insurance advisor.

11. LITIGATION

We will not require **you** to dispute any **claim** unless a lawyer of comparable standing (to be mutually agreed upon by **you** and **us**) advises that the **claim** could be contested with a reasonable prospect of success by **you**, and **you** consent to such a **claim** being contested, such consent not to be unreasonably withheld.

In the event of any dispute arising between **you** and **us** as to what constitutes an unreasonable refusal to contest a **claim** at Law, the President for the time being of the Professional Body of which **you** are a member shall nominate a referee to decide this point (only) and the decision of such referee shall be binding on both parties.

The cost of such referee and advice shall be borne equally between **you** and **us**.

12. SUBROGATION

It is hereby agreed that if any payment is made under this insurance in respect of a **claim**, **we** are thereupon subrogated to all **your** rights of recovery in relation thereto. However, **we** shall not exercise any such rights against **your employee** unless the **claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the **employee**.

13. RETROACTIVE DATE

Where a **retroactive date** is specified in the **schedule** this insurance will not apply to **claims** first made against **you** by reason of any act, error or omission committed or alleged to have been committed prior to the said **retroactive date**.

14. PREMIUM ADJUSTMENT

If any part of the renewal premium is based on estimates furnished by **you**, **you** shall keep an accurate record containing all relevant particulars and shall allow **us** to inspect such record. **You** shall, within one month after the date of request furnish such information as **we** may require. The renewal premium shall thereupon be adjusted.

We may also cancel the **policy** immediately at **our** discretion and without notice if **you** do not pay the premium. **You** will not get a refund for any part payments already made.

15. CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms of this **policy** so far as they relate to anything to be done or complied with by **you** and the truth of the proposal shall be conditions precedent to any liability of **us** to make any payment under this **policy**.

16. RECORDS

You shall at all times:

- a) maintain accurate descriptive records of all professional services which records shall be available for inspection and use by **us** or **our** duly appointed representatives insofar as they pertain to any **claim** hereunder;
- b) provide **us** or **our** duly appointed representatives such information, assistance and signed statements as **we** may require; and
- c) assist in the defence of any **claim** without charge to **us**.

OUR COMPLAINTS PROCEDURE

We are committed to providing good quality services. We recognise that a client may not be satisfied with the service provided. To deal with this we have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that we provide or actions we have taken that require a response.

HOW TO COMPLAIN

STEP 1 – CONTACTING THE COMPANY

The first step is to talk to a member of our personnel or of the intermediary if the Policy was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter you are concerned about as they will be in the best position to help you promptly and to put things right. If they are not available or you would prefer to approach someone else then address the matter to the manager or senior person responsible. We will seek to resolve the problem immediately. If we cannot do this then we will take a record of the concern and arrange the best way and time for getting back to you. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If you are still unhappy, the next step is to put the complaint in writing, addressing it to Complaints Officer, MAPFRE Middlesea plc, Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@middlesea.com. Your communication should set out the details, explain what you think went wrong and what you feel would put things right. If you are not happy about writing it, you can always ask one of our staff members to take note of the complaint which you will be then asked to sign. You will be provided with a copy for your own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, it shall be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when you can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case we will still let you know what action is being taken and will inform you when we expect to provide a full response.

TAKING YOUR COMPLAINT ELSEWHERE

If you are still not satisfied with the Complaints Officer's response, you can always seek advice elsewhere. You may contact:

Office of the Arbiter for Financial Services
N/S in Regional Road,
Msida MSD 1920
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that you have a final reply to your complaint from us before approaching them.

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MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority (MFSA) to carry on both Long Term and General Business under the Insurance Business Act. MAPFRE Middlesea p.l.c. is regulated by the MFSA.