

# Professional Indemnity Insurance Policy for Architects and Civil Engineer

## Insurance Product Information Document



MAPFRE Middlesea p.l.c. | Middle Sea House | Floriana FRN 1442 | Malta

MAPFRE Middlesea p.l.c. (C-5553) is authorised by the Malta Financial Services Authority to carry on both Long Term and General Business under the Insurance Business Act, Cap 403 of the Laws of Malta. MAPFRE Middlesea p.l.c is regulated by the MFSA.

This document is designed to provide you with a generic overview of the main features and benefits of this insurance policy. Due to its nature, it is not personalised to your individual needs. Complete pre-contractual and contractual information can be found in your quotation and the policy documentation, which is available upon request.

### What is this type of insurance?

This insurance protects you and your business against claims for alleged negligence or breach of duty arising from an act, error or omission in the performance of your professional services as an Architect and/or Civil Engineer.



#### What is insured?

Sums, including defence costs you are legally liable to pay arising from your negligent acts, errors or omissions occurring or committed in good faith in connection with your business or practice by yourself or any of your employees in their professional capacity

The Company agrees to indemnify the insured for any sum or sums which the Insured may become legally liable to pay arising from any claim or claims made against them and notified to the Company during the Period of Insurance stated in the Schedule by reason of any neglect, error or omission occurring or committed in good faith in connection with the Business or Practice on the part of the insured or any partner or any person employed by the policyholder.

The company shall indemnify the insured for any damages and claims expenses which exceed the amount stated as the excess in the schedule, which arise from any act, error or omission of any named employees of the firm/partnership, provided always that no indemnity will be afforded to any person committing or condoning such dishonest or fraudulent act or omission.

#### Standard Extensions Cover

- ✓ Run Off Cover (5 years)

#### Optional Extensions: Cover

- ✓ Libel and Slander
- ✓ Loss or damage to documents
- ✓ Dishonesty of Employees
- ✓ Retroactive cover



#### What is not insured?

This represents a non-exhaustive selection of some of the policy exclusions.

#### We shall not cover any claim or claims arising out of:

- ✗ Bodily injury, disease, sickness or death of any person arising out of and in the course of his employment by you under a contract of service or apprenticeship with you.
- ✗ Any express warranty agreement or guarantee which increases your liability but this exclusion shall not apply to liability which would have attached to you in the absence of such express warranty or guarantee.



- ✗ Any negligent act, error or omission in connection with services or activities going beyond the scope of professional services.
- ✗ Liability assumed by you, by the contract or any other agreement or any express warranty or guarantee.
- ✗ 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.
- ✗ 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.
- ✗ Financial loss resulting from exceeding cost estimates.
- ✗ 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.
- ✗ The costs of revising or redesigning drawings, plans, specifications or schedules of specifications.
- ✗ Pure financial or pecuniary losses.
- ✗ The manufacture, construction, alteration, repair, servicing, treating, processing of any goods or products sold, supplied or distributed by you.
- ✗ 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.
- ✗ 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.
- ✗ Infringement of patents, copyrights, trade names, trademarks or registered design or the allocation of licenses.
- ✗ Force majeure.
- ✗ Pollution and/or contamination.
- ✗ Financial Advice and/or financial matters.
- ✗ Insolvency and/or bankruptcy.
- ✗ Punitive damages.
- ✗ Directors and Officers Liability Exclusion.
- ✗ Asbestos related losses.
- ✗ Libel and slander
- ✗ Dishonesty of employees.
- ✗ Loss of documents.
- ✗ Bodily injury, property damage and consequential loss.
- ✗ Claims and circumstances you are aware of at policy inception.
- ✗ Sanction Limitation and Exclusion Clause
- ✗ Pandemics, epidemics and communicable diseases.



## Are there any restrictions on cover?

- ! An Excess (deductible) as shown in your insurance schedule, being the part of a claim you are responsible for may apply.
- ! Damages are only paid up to the limits shown in the schedule.
- ! This Policy will be void in the event of misrepresentation, misdescription or non-disclosure in any way and if any false or fraudulent claim is made.
- ! This insurance shall not be called upon in contribution and shall only pay such loss if and so far as it is not recoverable under any other insurance.
- ! Your cover may contain other restrictions, please refer to your policy document.



## Where am I covered?

- ✓ Within the territorial limits described in the policy schedule.
- ✓ This policy applies in accordance with Maltese Jurisdiction.
- ✓ The MAPFRE Middlesea plc policy is a Maltese contract and is governed by Maltese Law.



## What are my obligations?

- The answers in any proposal and declaration for this insurance or any information you have provided must be true and complete as far as you know. This obligation will continue to apply throughout the currency of the policy including at renewal stage.
- All changes in any of the declared facts, including any changes in your criminal record as well as any changes in the property insured are to be communicated to us without delay as the contract could become void and claims refused if we are not notified of these changes.
- You must immediately notify us and submit a completed claim form along with the necessary reports and claim amounts in the event of any claim.



## When and how do I pay?

- You must promptly pay the insurance premium as soon as it is due.
- You may settle your premium by debit/credit card, by cheque, via internet banking or in cash.
- Your premium may be subject to an adjustment on expiry, based on the declared actual figures against the estimation provided at policy inception.



## When does the cover start and end?

- The contract will commence from the start date and cease on the expiry date shown in the policy schedule unless cancelled before.
- If Retroactive cover is purchased, cover will apply from the retroactive date indicated in the schedule.



## How do I cancel the contract?

- We may cancel this policy by sending you a registered letter giving you 30 7 days' notice to your last known address and will refund the appropriate proportion of your premium worked out on a pro-rata basis from the date of our letter as long as no claim has been lodged during the current policy period.
- You may cancel the contract (cover) at any time and a return premium will be given to you unless a claim has been made during the current period of insurance.
- 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.