

Professional Indemnity Insurance for Information Technology Professionals

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 (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.

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 IT Professional.



What is insured?

- ✓ Claims made against you, company directors, business partners or your employees arising from Negligent Acts, Errors or Omissions, Intellectual Property Rights Infringement, Loss of Third Party Documents and Data, Defamation, Unintentional Breach of Confidence and the costs incurred to defend and settle a claim.

Optional Cover

- ✓ Retroactive Cover

- ✗ Avionics
- ✗ Insolvency and/or bankruptcy.
- ✗ Data recognition compliance.
- ✗ Exclusion or limitation of rights of recovery.
- ✗ Internet tracking devices.
- ✗ Infringement of patents, copyrights, trade names, trademarks or registered design or the allocation of licenses.
- ✗ Directors and Officers Liability.
- ✗ Computer virus and cyber risks.
- ✗ Sanction Limitation and Exclusion Clause.
- ✗ Pandemics, epidemics and communicable diseases.
- ✗ Trustee liability.
- ✗ Any performance of your business or practice or of any of your employees outside the Territorial Limits specified in the Schedule.

What is not insured?

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

- ✗ Any express warranty agreement or guarantee which increases your liability.
- ✗ Claims and circumstances you are aware of at policy inception.
- ✗ A holding company, subsidiary or related body corporate of the Insured or by any corporation whose board of directors are subject to control by the Insured's board or Directors except where such Claim originates from third party who is independent of such holding company, subsidiary, related body corporate or corporation.
- ✗ The conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a named Insured.
- ✗ Fines, penalties and liquidated damages.
- ✗ Dishonest, fraudulent, malicious or illegal act or omission of the Insured.
- ✗ Provision of finance.
- ✗ In connection with any trading loss or trading liability incurred by the business.
- ✗ Attributable to any actual or alleged violation of any law governing unconscionable conduct or any antitrust or competition law or other law prohibiting unlawful restraint of trade business or profession.
- ✗ Any claim recoverable under any other insurance policy unless the amount claimed is in excess of the limit of indemnity provided under such policy.
- ✗ Product recall.
- ✗ Employers' Liability.
- ✗ Own property damage.



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 will not respond if there is another insurance policy in force covering the same indemnity.
- ! 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 p.l.c 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?

- 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 cancel the policy by sending a registered letter to your last known address giving not less than fifteen days' notice of our intention to cancel this policy, such notice to run from midnight of the day following that upon which the letter is posted. A return premium will be given to you unless a claim is registered during the 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.