

PROFESSIONAL INDEMNITY INSURANCE FOR ARCHITECTS & CIVIL ENGINEERS

WHEREAS the person or persons or partnership or firm named in the Schedule (hereinafter referred to as "the Insured", which term shall include his/their executors or personal representatives) has submitted a written proposal and declaration dated as shown in the Schedule attached to this Policy containing particulars and statements which together with any other information which may have been supplied it is agreed shall be the basis of this contract and are to be considered as incorporated herein and in consideration of the premium stated in the Schedule.

MAPFRE Middlesea p.l.c. (hereinafter referred to as "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 Insured.

FOR THE PURPOSES HEREOF, all claims against the Insured arising from the same act, error or omission shall be regarded as one claim, it being understood and agreed that the liability of the Company for all damages and claimants costs and expenses incurred with the Company's 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 the Company 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 the Company in the investigation and defence of the claim) which exceeds the amount stated as "the Excess" in the Schedule.

On behalf of the company



JAVIER MORENO GONZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER - TECHNICAL

Extensions

1. LIBEL AND SLANDER

It is understood and agreed that in consideration of the payment of an additional Premium this policy is hereby amended as indicated below. All the other terms of this policy remain unchanged.

Exclusion number 5 of the policy is hereby deleted from the policy, provided, however, that with respect to loss and claims expenses arising from libel and slander, in the course of rendering professional services, the Company shall only indemnify the Insured for amounts of loss and claims expenses which exceed that amount stated as the Excess set forth in the Schedule and then only up to a maximum amount equal to 25% of the Limits of Insurance set forth in the Schedule. Such maximum amount is part of and not in addition to the Limits of Insurance set forth in the Schedule and in no event shall the Limits of Insurance be increased by reason of such indemnification.

2. LOSS OF DOCUMENTS

It is understood and agreed that in consideration of the payment of an additional Premium this policy is hereby amended as indicated below. All the other terms of this policy remain unchanged.

1. In the event that the insured discovers during the policy period that any document which is owned by the Insured and is used in the rendering of professional services, or has been entrusted to the Insured in the course of rendering professional services, has been destroyed or damaged, or lost or mislaid, while within the territorial limits and after diligent search cannot be found and as result of rendering professional services to the Insured becomes legally obligated to pay damages for loss to a third party; provided, however, that:

- the Exclusion Number 7 of the policy shall not apply to loss arising from such incident; and
- the Company shall only indemnify the Insured for damages and claims expenses which exceed that amount stated as the Excess set forth in the Schedule and then only up to a maximum amount equal to 25% of the Limits of Insurance set forth in the Schedule.

2. The following definition shall apply for this Section:

Document means any deed, will, agreement, map, plan, record, book, letter, certificate, form or document, whether written, printed or reproduced by any other method, provided, however, that document shall not mean or include any bearer bond or other bearer paper, coupon, bank note, currency note or negotiable instrument or any computer-based or electronically stored information, material, record, document, form, data or chart.

3. DISHONESTY OF EMPLOYEES

It is understood and agreed that in consideration of the payment of an additional Premium this policy is hereby amended as indicated below. All the other terms of this policy remain unchanged.

The Company shall indemnify the Insured for any damages and claims expenses which exceeds that amount stated as the excess 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.

In accordance with Condition 5 of the policy the Company will indemnify the Insured for claims first made by reason of any neglect, error or omission committed or alleged to have been committed during that period which begins on the date set forth 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.

Exclusions

This insurance does not cover any claim or claims arising out of:-

1. Bodily injury, disease, sickness or death of any person arising out of and in the course of his employment by the Insured under a contract of service or apprenticeship with the Insured.
2. Any neglect, error or omission on the part of the Insured in connection with the effecting or maintenance of Insurance and/or in connection with the provision of finance or advice on financial matters.
3. Any dishonest, fraudulent, malicious, criminal or deliberate illegal acts of the Insured or of any person in the employment of the Insured.
4. The ownership, possession, use, occupation or leasing of land, property mobile and/or immobile by, to or on behalf of the Insured.
5. Libel and Slander.
6. The insolvency or bankruptcy of the Insured.
7. The cost of replacing documents which have been lost, mislaid or destroyed.
8. The giving by the Insured of any express warranty agreement or guarantee which increases the Insured's liability but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee.
9. The conduct of an individual, corporation, partnership or joint venture of which the Insured is a partner, officer, member or employee, which is not designated in the Schedule as a named insured unless specifically endorsed hereon.
10. 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.
11. Giving estimates of costs or duration or any estimates of Quantity Surveys by the Insured other than for rebuilding or construction for new building. Estimates of profit or return on capital not being achieved.
12. The costs of revising or redesigning drawings, plans, specifications or schedules of specifications.
13. Inadequate accounting or imperfect control of accounts, or from financial operations or advices.
14. Pure financial or pecuniary losses.

15. The manufacture, construction, alternation, repair, servicing, treating of any goods or products sold, supplied or distributed by the Insured or from any business or occupation other than as stated in the Schedule, even though same may be carried on by the Insured in conjunction with their business as stated in the Schedule.
16. Any Contract where the Insured acts as a Contractor whether in conjunction with his/their profession as stated in the Schedule.
17. 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.
18. Any liability incurred by the Insured for:
 - (1) 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 this Insurance.
 - (2) The cost of removing, nullifying or cleaning-up seeping, pollution or contaminating substances during the period of this Insurance.
 - (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.
19. Any liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:-
 - (i) ionising radiations or contamination by radioactivity from nuclear fuel or from any waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
20. Any performance of the Business or Practice of the Insured or of any of his employees outside the Territorial Limits specified in the Schedule.
21. Any liability of whatsoever nature caused by contributed to by consisting of or arising from the failure or inability of any
 1. computer or auxiliary equipment
 2. computer system software program or spreadsheet
 3. data processing equipment media or auxiliary equipment
 4. microchip integrated circuit or similar device
 5. telecommunications equipment or systems
 6. any other system for processing storing transmitting retaining or returning data

whether the property of the Insured or not and occurring before during or after the year 2000 to

- (i) correctly recognise any date as its true calendar date or its true value
- (ii) capture save or retain and/or correctly manipulate interpret transmit return or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date or its true value

- (iii) capture save retain or correctly process any data as a result of the operation of any command or logic which has been programmed or incorporated into anything stated in 1 to 6 above being a command or logic which caused the loss of data or the inability to capture save retain or correctly process such data on or after any date.

Conditions

1. INSURED'S DUTIES IN THE EVENT OF A CLAIM

- (a) The Insured shall as a condition precedent to their right to be indemnified under this Insurance give immediate written notice to the Company:-
 - (i) of any claim made against them;
 - (ii) of the receipt of notice from any person of an intention to made a claim against them;
 - (iii) of any occurrence or circumstances of which they become aware during the Period of Insurance which may give rise to a claim against them and shall provide the Company with such particulars and information as the Company may require and shall then advise the Company in writing immediately the Insured has knowledge of any impending prosecution in connection with the said claim occurrence or circumstance.

Any such occurrence or circumstance notified to the Company 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) The Insured shall not admit liability or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the Company which if it so wishes shall be entitled to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any such claim for which purpose the Insured shall give all such information and assistance as the Company may reasonably require.

2. LITIGATION

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

In the event of any dispute arising between the Insured and the Company 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 the Insured is 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 the Insured and the Company.

3. SUBROGATION

It is hereby agreed that if any payment is made under this Insurance in respect of a claim the Company is thereupon subrogated to all the Insured's rights of recovery in relation thereto. However, the Company shall not exercise any such rights against any employee of the

Insured unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the employee.

4. FRAUDULENT CLAIMS

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

5. RETROACTIVE DATE

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

6. OTHER INSURANCES

If at the time any claim arises under this Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company 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.

7. PREMIUM ADJUSTMENT

If any part of the Renewal Premium is based on estimates furnished by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the date of request furnish such information as the Company may require. The renewal Premium shall thereupon be adjusted.

8. CANCELLATION CLAUSE

The Company may cancel this Policy by sending seven days notice to the Insured at the Insured's last known address. The Insured shall thereupon become entitled to a proportionate return of premium.

9. 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 the Insured and the truth of the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

10. MALTESE JURISDICTION CLAUSE

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a Court within the Maltese Islands. Furthermore, the Indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands.

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 Us

The first step is to talk to a member of **our** personnel or of **your** 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 the Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes 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, s/he will arrange for it to 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
First Floor
St Calcedonius Square
Floriana FRN1530
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.

All communications and notices regarding the policy should quote policy number and renewal date and addressed to:

MAPFRE Middlesea p.l.c.
Middle Sea House
Floriana – Malta

E-mail: mapfre@middlesea.com Website: <http://www.middlesea.com>

Professional Indemnity Insurance for Architects & Civil Engineers

Please read the conditions and examine the policy carefully and if it is incorrect or does not provide the cover required return the document immediately for alteration