

# Professional Indemnity Insurance for Accountants and Auditors

## 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 indemnity insurance policy protects the policyholder against claims in respect of their legal liability for losses arising from a breach of professional duty.



#### What is insured?

- ✓ We provide cover for damages, claimants' costs and expenses incurred in the defence or settlement as a result of claims made against you arising out of any negligent act, error or omission, Breach of Contract, Breach of Warranty of Authority, Breach of Trust committed in good faith, loss of documents and failure to account for monies received during the conduct of your profession as an accountant and/or auditor.

#### Standard Extension

- ✓ Automatic Run Off cover for 5 years for any partner or practitioner surrendering their warrant or retiring from the profession.

#### Standard Cover

- ✓ Loss of Documents
- ✓ Dishonesty of Employees

#### Optional Cover

- ✓ Retroactive Cover
- ✓ Libel & Slander
- ✓ Professional Hearing Costs



#### What is not insured?

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

- ✗ Consequential loss.
- ✗ Dishonest or fraudulent acts or omission committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty.
- ✗ Claims arising out of the Insured's activities as an Insurance Agent.
- ✗ Claims arising from wrongful investment advice, concerning publicly quoted companies.
- ✗ Claims arising out of or in connection with any trading losses or liabilities incurred by any business managed by, or carried on by, the Insured.
- ✗ Claims resulting from loss, damage, distortion or erasure of Computer Systems Records.
- ✗ Libel and slander.
- ✗ 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 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 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.



## 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.



## 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 this policy by sending you a registered letter giving you 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.
- 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.