

Professional Indemnity Insurance for Lawyers and Notaries

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 a Lawyer and/or Notary.



What is insured?

✓ We provide cover for damages, claimants' costs and expenses incurred in the defence or settlement as a result of claims first made against you arising out of any negligent act, error or omission on the part of:

- The insured listed in the insurance schedule;
- Predecessors in business of the company named in the insurance schedule;
- Any person at any time employed by the insured for business conducted in their professional capacity.

Optional Cover

- ✓ Retroactive Cover
- ✓ Professional Hearing costs
- ✓ Dishonesty of Employees
- ✓ Libel and Slander
- ✓ Loss of Documents



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.
- ! 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 is not insured?

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

- ✗ Dishonest, fraudulent, criminal or malicious act or omission of the Insured.
- ✗ No liability in respect of any claim for which the Insured is entitled to any indemnity under any other Policy.
- ✗ Bodily Injury, property damage and consequential loss.
- ✗ Directors and Officers Liability.
- ✗ Fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- ✗ Sanction Limitation and Exclusion Clause
- ✗ Pandemics, epidemics and communicable diseases.



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 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.