

Professional Indemnity Insurance Proposal Form: Electrical and Mechanical Engineers

IMPORTANT NOTE

This Proposal must be completed in full by a Partner of the Firm. Unless the Proposal is fully completed a firm Quotation cannot be given. The completion and signature of this Proposal does not bind the Proposer or underwriters to complete a Contract of Insurance.

If there is insufficient space to answer questions please use an additional paper and attach it to the form
(PLEASE INDICATE SECTION NUMBER).

1. GENERAL DATA

Name of Proposer:

Address of head office:

Address of branch office(s) and name(s) of resident partner(s):

Telephone Number:

I.D. Card Number:

Company Registration Number:

In which countries do you carry out projects?

When was the firm established?

During the past five years, has the name of the firm been changed or has any other firm been purchased or any merger or consolidation taken place? YES | NO

If so, give full details.

Details of all practicing principals or partners

Names	Qualifications, dates qualified/total duration or professional experience	Position held in company and how long

Total number of principals, partners and staff	Numbers
Technical:	
- Principals, partners or officers	
- Lawyers and legal assistants	
- Staff other than typists and office staff (please specify)	
- Typists and office staff	

Does your firm, any partner, principal or staff manage, own or have financial control of any bank, trust company, mortgage or loan association, title guarantee or real estate company or undertake work as executor, trustee, director or company secretary? YES | NO

If so, please give full details.

Have you recently discharged any of the staff or severed relationships with any Partner or is such discharge or severance being contemplated? YES | NO

If so, give details.

Do you give work to independent firms, subcontractors and/or specialists? YES | NO

If so, please state kind of work and percentage of fees. (The professional liability of such independent firms is not covered under the proposed policy).

When engaging independent and specialist consultants in connection with any contract, do you ensure that such consultants have entered into a binding contract with the clients accepting full responsibility for their own professional acts, errors and omissions? YES | NO

Are you financially connected with a client? YES | NO

If so, state name of client.

Does any one contract or client generate more than 25% of the total annual fees? YES | NO

If so, give details.

2. NATURE AND VOLUME OF YOUR PRESENT AND FORESEEABLE FUTURE ACTIVITIES

In which of the following professions is your firm engaged?

a. Mechanical Engineering? YES | NO

b. Electrical Engineering? YES | NO

c. Others, not shown (please specify)? YES | NO

Contract values and fees

	Past financial year	Current financial year	Estimate coming financial year
Construction values			
Gross fees received / Gross Annual Earnings			

List the five largest contracts / projects performed by your firm during the last seven years (brief description including values and fees).

- 1.
- 2.
- 3.
- 4.
- 5.

3. FURTHER ACTIVITIES

Do you act as a project manager or main contractor? YES | NO

Are you an agent for goods used for engineering works or do you obtain commission from the sale or distribution of such goods? YES | NO

What goods?

Do your activities include giving expert opinions? YES | NO

Also for local and state authorities?

4. PREVIOUS INSURANCE/PREVIOUS CLAIMS

Have you previously been insured? YES | NO

If so, please specify:

Name of insurer:	Policy period:	Limit of indemnity:

Has a previous application been declined? YES | NO

Has a previous insurance

- a. Required increased premium? YES | NO
- b. Required special restrictions? YES | NO
- c. Been terminated/not been renewed by an insurer? YES | NO

If so, please give detailed information.

Have any claims been made during the past five years against your firm? YES | NO

If so, please advise amount and details of each claim.

Is your firm aware of any circumstances or incidents which may result in a claim or claims against your firm? YES | NO

If so, please give details

5. INDEMNITY REQUIRED

Limit any one claim:

Aggregate Limit:

Deductible each and every claim to be borne by insured:

6. EXTENSION TO BASIC COVER

Retroactive Cover YES | NO

If so, indicate number of years (maximum number of years – 5 years)

2. Loss of documents YES | NO

3. Libel and slander YES | NO

4. Dishonesty of Employees YES | NO

If so, please answer the following questions:

- a. Has the firm sustained any loss through fraud or dishonesty of any employee? YES | NO
- b. Is any employee allowed to sign cheques without countersignature by a partner? YES | NO

IMPORTANT NOTE

You should not sign this Proposal Form and its statements or declarations before you have read and understood them. If this document is being completed by someone else on your behalf please ensure that the details on it accurately reflect what you have said.

APPLICABLE LAW

Unless both you and we agree otherwise this contract shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese courts.

INSOLVENCY

In the event that we become insolvent and unable to meet our obligations under this contract, limited compensation may be available to you under the Protection and Compensation Fund Regulations, 2003.

COMPLAINTS

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. We distinguish complaints from queries. Queries are challenges to specific decisions in specific circumstances.

The Company will deal with your complaint

The Company does not look at complaints as unwanted. In fact, they may help the Company to see where its services or procedures may be improved. It is in the parties' interest for the Insured to let the Company know when the Insured feels that the Company has made a mistake or done something which the Insured finds unsatisfactory. Even if the Insured does not think that the particular concern amounts to a complaint the Company would still like to know about it. The Insured will help the Company improve its service further.

HOW TO COMPLAIN

STEP 1 – CONTACTING THE COMPANY

The first step is to talk to a member of the Company's personnel or of the 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 the Insured is concerned about as they will be in the best position to help the Insured promptly and to put things right. If they are not available or the Insured would prefer to approach someone else then address the matter to the manager or senior person responsible. The Company will seek to resolve the problem immediately. If the Company cannot do this then the Company will take a record of the concern and arrange the best way and time for getting back to the Insured. This will normally be within two working days.

STEP 2 – TAKING THE COMPLAINT FURTHER

If the Insured is still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what the Insured thinks went wrong and what the Insured feels would put things right. If the Insured is not happy about writing a letter, the Insured can always ask a member of the Company to take notes of the complaint which the Insured will be then asked to sign. The Insured will be provided with a copy for their 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 the Insured 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 the Company will still let the Insured know what action is being taken and will inform the Insured when the Company expects 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.

DATA PROTECTION PERSONAL PROCESSING CLAUSE

The Proposer is hereby informed and expressly consents, by signing this document, to the processing of the data voluntarily provided in this document, as well as of any data which might be provided to MAPFRE Middlesea Plc or "The Company" directly or through an Insurance Intermediary, and those obtained by recording telephone conversations or as a result of browsing through Internet webpages or by other means, for the enforcement of the agreement or regarding a quotation, application, or the contracting of any service or product, even after the end of the pre-contractual or contractual relation, including, if applicable, any communication or international data transfer which might be made for the purposes specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through www.middlesea.com/insurance-mt/data-protection/

The Proposer consents in turn to the recording of any telephone conversations with the Company regarding the insurance agreement.

MAPFRE Middlesea Plc may view the Proposer's data in files regarding the fulfilment and non-fulfilment of monetary obligations. Should the data provided pertain to physical persons other than the Proposer, the latter guarantees that he/she has obtained and has their prior consent for the communication of their data and has informed them, prior to their inclusion in this document, of the purposes of the data processing, communications, and other terms established herein and in the Additional Data Protection Information.

The Proposer declares that he/she is older than eighteen (18) years of age. Likewise, should the data provided belong to minors, as the minor's parent(s) or guardian(s), he/she expressly authorises the processing of the said data, including; if applicable, data pertaining to health, for the management of the purposes specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through www.middlesea.com/insurance-mt/data-protection/

The Proposer guarantees the accuracy and truthfulness of the personal data, including sensitive personal data provided, undertaking to keep them duly updated and to notify MAPFRE Middlesea Plc of any changes in them.

Basic data protection information

Controller:	MAPFRE Middlesea Plc
Purposes:	Management of the insurance agreement, creation of profiles for suitable enforcement of the insurance agreement, integral and centralised management of the relation with the MAPFRE Group, and delivery of information and advertising on MAPFRE Group products and services.
Standing:	Execution of the project.
Recipients:	Data may be communicated to third parties and/or data transfers may be made to third-party countries in the terms stipulated in the Additional Information.
Rights:	You can exercise your rights of access, rectification, removal, limitation, objection, and transferability, specified in the Additional Data Protection Information.
Additional Information:	You can view the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through www.middlesea.com/insurance-mt/data-protection/

Check this box if you object to the processing and communication of your personal data by MAPFRE Middlesea Plc for the delivery of information and advertising of the Company products and services, of the various MAPFRE Group companies, and of Third party companies with which any MAPFRE Group company has entered partnership agreements. If you do so, we will be unable to inform you of any discounts, gifts, promotions, and other benefits associated with the MAPFRE Group customer loyalty plans.

In any case, your consent to the treatment of your data for these purposes is revocable, and you may withdraw your consent or exercise any of the rights mentioned at any time as specified in the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through www.middlesea.com/insurance-mt/data-protection/

PROFESSIONAL SECRECY

I consent on my behalf and on behalf of any other person specified in this form (others), that the Company or any other member of the Group may exchange some or all of the information with my insurance intermediary, appointed experts, other insurance companies or the Malta Insurance Association for the purpose of administering my insurance proposal and policy, handling and settling of claims, detecting, preventing and suppressing fraud and the keeping of statistics. I also authorise (on my own behalf and on behalf of others) insurance companies and intermediaries to disclose information about or relevant to my insurance history for these purposes.

I understand (and have explained to Others) that when I tell the Company about an incident which may or may not give rise to a claim, the Company may pass information relating to it to the Malta Insurance Association and / or other insurance companies and intermediaries. In doing so we will ensure that this communication is carried out confidentially and within the terms of the Professional Secrecy Act, 1994

Material Facts are those facts which are likely to influence us in the acceptance or assessment of this proposal and it is essential that you disclose all of them. If you are in doubt about whether a fact is material then for your own protection you should disclose it since failure to do so could invalidate your policy.

DECLARATION

I have read or have had read to me the contents of this completed proposal form and agree that the above statements are to the best of my knowledge and belief correct and complete and will form the basis of the contract between me and MAPFRE Middlesea p.l.c. (us). I confirm that I have disclosed all Material Facts and accept our standard form of policy for this type of insurance. I am satisfied with the way the proposal has been completed. I confirm that if this form has been completed by one of our employees and/or authorised intermediary on my behalf such person shall, for that purpose be regarded as my agent and our agent. I agree to read the policy and be bound by the terms, conditions, limitations and exclusions of the said policy.

Before signing this document, please read the basic data protection information given in the PERSONAL DATA PROCESSING clause. By signing this document, you consent to the processing of your personal data, including sensitive personal data in the terms and conditions stipulated in said clause.

Period of insurance required	
Signature of applicant	Date
Intermediary	