

## Errors and Omissions Proposal Form

### 1. GENERAL INFORMATION

NOTE: Use a separate sheet if necessary.

Name of Proposer (including trading names):	Date Commenced:

NOTE: All addresses must be shown together with the Principal responsible for the work at each office.

Address of Proposer:	Principal in Charge:
Is cover required for predecessor practices to the Proposer(s)? YES <input type="checkbox"/>   NO <input type="checkbox"/>	
If YES, please provide full details:	
Name of Predecessor:	
Date Commenced:	Dated Ceased:
Reason for Cessation:	

Name in full of all Principals:	Qualifications:	Date Qualified:	How long as a Principal with Proposer(s):

### IMPORTANT NOTE

Insurers, their Agents and Insurance Associations share information with each other to prevent fraudulent claims and for underwriting purposes. In the event of a claim, some or all the information you supply on this form and proposal form together with other information relating to the claim may be provided to other Insurers, their Agents and Insurance Associations.

**A.**

Is cover required for the previous business activities of any Principal? YES  | NO

If YES, please state:

Name of Principal:

Name of Previous Firm:

Period From:	To:
Period From:	To:
Period From:	To:

Fees for Last 3 Years	Year:	€
	Year:	€
	Year:	€

Reason for Leaving:

Position in Firm:

Is there separate insurance covering the activities of this Firm for the Period stated above?

**B.**

Is cover required for any past Partner or Principal? YES  | NO

If YES, please give:

Name in full of all Principals:	Qualifications:	How long with Proposer(s):

Please state total number of:

Principals		Contract Hired Staff	
Qualified staff		Others	

**C. NOTE: Do not answer if this is a Renewal Proposal.**

Name of current insurers:

Name of your broker:

Renewal date:

Limit of indemnity:

Premium:

Excess:

**D.**

Please provide a full description of all of your activities:

PLEASE PROVIDE A BROCHURE, IF AVAILABLE.

Please categorise the activities outlined above and indicate the approximate percentage of the gross income/fees each represents:

	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	100 %

Do you anticipate any major changes in these activities in the forthcoming 12 months? YES  | NO

If YES, please give full details:

Where do you perceive your exposure to claims to lie? In what circumstances might you envisage a claim arising?

Have you undertaken any other activities in the past for which cover is required? YES  | NO

If YES, please provide full details:

Are you involved in any process of manufacture, construction, alteration, repair, installation or sale or supply of products, other than in a pure consultancy capacity as described above? YES  | NO

If YES, please provide full details:

Is any work put out to sub-contractors? YES  | NO

If YES, please state:

What percentage of gross income/fees was paid to sub-contractors in the last financial year?	%
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Are sub-contractors required to carry insurance?

Do you get an indemnity from sub-contractors, in writing?

IF YES, to what limits?

Do you require any sub-contractor to be indemnified under your insurance arrangements? YES  | NO

If YES, please state:

Name:	Qualifications:	Fees Paid (last financial year):

**E.**

State for the whole Proposer(s):

Gross income/fees received for each of the last five financial years:

Year End				Last Complete Year	Current Year	Forthcoming Year
	/ /20	/ /20	/ /20	/ /20	/ /20	/ /20
Malta	€	€	€	€	€	€
Europa	€	€	€	€	€	€
Worldwide ecx USA & Canada	€	€	€	€	€	€
USA & Canada	€	€	€	€	€	€
TOTAL	€	€	€	€	€	€

Please give details of the 3 largest contracts in the last 5 financial years (give details of current projects if new business):

Client	Start Date	Description	Total Contract Value	Fee	Appx Completion Date
1.					
2.					
3.					

**F.**

What is the total fee income received in the last financial year from your largest client? €

Have you at any time undertaken any work where the "end product" is situated outside the Maltese Islands? YES  | NO

If YES, please give the following details:

Country	Start Date	Description	Total Contract Value	Appx Completion Date	Services Provided

Do you work other than from offices in Malta? YES  | NO

If YES please provide full details listing jurisdiction and amount of work involved on a separate sheet.

Have you at any time accepted liability other than under the jurisdiction of the Maltese courts? YES  | NO

If YES please provide full details listing jurisdiction and amount of work involved on a separate sheet.

Do you use a standard form of contract, agreement or letter of appointment? YES  | NO

If YES, please attach a copy.

Are you or have you been a member of a consortium or group practice or engaged with any other party in a Single Project Partnership? YES  | NO

If YES, please give full details (including names of other parties) special arrangements must be made to cover this type of work:

Do/Does the Proposer(s) or any Principal have any association with or financial interest in any other Practice, Company or Organisation? YES  | NO

If YES, give full details of the nature of the association together with the name and business of the third party.

**G.**

Do you require insurance for:

Loss of Documents	YES <input type="checkbox"/>   NO <input type="checkbox"/>
Dishonesty of Employees	YES <input type="checkbox"/>   NO <input type="checkbox"/>
Libel & Slander	YES <input type="checkbox"/>   NO <input type="checkbox"/>

For what Limit(s) of Indemnity are quotations required?

There will be a minimum level of uninsured excess. Is a quotation required with a voluntary excess to achieve a premium saving? YES  | NO

If so, for what level of excess?

**H.**

In respect of ANY of the risks to which this proposal relates, has any Claim been made (whether successful or not) against the Proposer, any predecessor or any past or present Principal? YES  | NO

Has any loss been suffered by the Proposer, any predecessor or any past or present Principal in respect of ANY of the risks to which this proposal relates? YES  | NO

If YES, please give details:

Date of claim/loss	Brief details of each claim/loss	Cost of claim/loss	Estimated cost of claim/loss outstanding

What steps have been taken to prevent a recurrence?

Is any Principal, AFTER FULL ENQUIRY, aware of any circumstance which might:

- I. Give rise to a claim against the Proposer, any predecessor or any past or present Principal? YES  | NO
- II. Cause any loss to the Proposer, any predecessor or any past or present Principal? YES  | NO
- III. Has any proposal for similar insurance made on behalf of the Proposer or any of the present or past partners, directors or principals, or on behalf of any predecessor to the Proposer ever been declined or has any such insurance ever been cancelled or renewal refused? YES  | NO
- IV. Otherwise affect the consideration of this proposal for insurance? YES  | NO

If YES to any of the above, please give details:

## 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@financiararbiter.org.mt](mailto:complaint.info@financiararbiter.org.mt)  
Website: [www.financiararbiter.org.mt](http://www.financiararbiter.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 <http://melitaunipol.com/MMS-Informative-Clause-Customer-Level-2-325.aspx>

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 <http://melitaunipol.com/MMS-Informative-Clause-Customer-Level-2-325.aspx>

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

<b>Controller:</b>	MAPFRE Middlesea Plc
<b>Purposes:</b>	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.
<b>Standing:</b>	Execution of the project.
<b>Recipients:</b>	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.
<b>Rights:</b>	You can exercise your rights of access, rectification, removal, limitation, objection, and transferability, specified in the Additional Data Protection Information.
<b>Additional Information:</b>	You can view the Additional Data Protection Information which is available from any MAPFRE Middlesea Plc Office or through <a href="http://melitaunipol.com/MMS-Informative-Clause-Customer-Level-2-325.aspx">http://melitaunipol.com/MMS-Informative-Clause-Customer-Level-2-325.aspx</a>

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 <http://melitaunipol.com/MMS-Informative-Clause-Customer-Level-2-325.aspx>

### 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	

**E&O PRF 01.05.18**

MelitaUnipol Insurance Agency Ltd., (C22256-) is authorised as an agent for Mapfre Middlesea p.l.c. (C5553-) under the insurance Business Act 1998 to carry out insurance business. Both companies are authorised by the Malta Financial Services Authority.