Mapfre Malta p.l.c.
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Registration Number: C5553

Professional Indemnity Insurance Proposal Form: Registered Vets

IMPORTANT NOTE

PLEASE READ THE FOLLOWING GUIDELINES BEFORE COMPLETING THIS PROPOSAL FORM. WHERE FURTHER INFORMATION OR CLARIFICATION IS REQUIRED PLEASE REFER TO OUR OFFICES OR TO YOUR INSURANCE BROKER OR INSURANCE SALESMAN.

IT IS IMPORTANT TO NOTE that this Proposal Form is for indemnification on a CLAIMS MADE BASIS. This Policy will only respond to "Claims" made against the Proposer and notified to Insurers during the period of insurance.

A. This proposal must be fully completed, signed and dated by the person (The Proposer) seeking the quotation for Medical Malpractice Insurance. Please answer every question fully and state "NIL" or "NONE" as applicable. Unless the Proposal is fully completed a final quotation cannot be given. The completion and signature of the Proposal does not bind the Proposer or Insurers to complete a Contract of Insurance.
B. It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligations under the Policy. A material fact is one that is likely to influence an Insurer's judgment and acceptance of your Proposal.
C. Please submit any additional information you feel may be of assistance to Insurers.
D. Upon acceptance of Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with these guidelines will be deemed to be incorporated in the contract between Insurers and the Proposer.
E. Copies of Proposal Forms should be retained for your own records.

ALL QUESTIONS MUST BE FULLY ANSWERED

1. APPLICANT DETAILS (PLEASE USE CAPITAL LETTERS)

Name of Proposer			
Postal address			
Telephone Number			
Email Address			
I.D Card Number / Company Registration Number			
Marital Status			
Gender			
Nationality			
Please provide us with you registration number issue by the Malta Veterinary Association			
a) At what medical school did the proposer graduate? b) Year of graduation			
Please state the degree obtained and give any details of any post graduate qualifications where applicable			
Where has the proposer practiced his profession since graduation?	In In	from from	to to
Is the proposer duly licensed accordance with law 2?			

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

1. Please select (circle) the Category of Cover required	**Limit of Indemnity**
Category A - Vets (including care/procedures in respect of horses*) The limit of indemnity payable by the Company under this Policy in respect of any one occurrence during the period of Insurance and in the aggregate including costs and expenses	A: € 50,000 B: € 100,000 C: € 200,000 D: € 250,000 E: Other: _____
Category B - Vets (excluding horses*) The limit of indemnity payable by the Company under this Policy in respect of any one occurrence during the period of Insurance and in the aggregate including costs and expenses ** For the purposes of this policy, 'horses' shall mean any horse, pony, donkey, mule or asses.*	A: € 50,000 B: € 100,000 C: € 200,000 D: € 250,000 E: Other: _____
Do you perform any additional activities which are not common practice for the majority of Vets? If yes please specify.	

2. Name(s) of Partners For each Partner all questions listed above have to be answered individually.	
3. Name(s) of qualified medical assistant(s)	
4. Number of technicians employed	
5. Number of nurses employed	
6. Is the Proposer under contract with or in the employment of any individual, firm or cooperation? If so, please give details.	
7. Does the Proposer own, wholly or in part, operate or administer any pet clinic/hospital? If so, please give details.	
8. Does the Proposer effect animal surgery?	
9. Please categorize the activities outlined above and indicate the approximate percentage ratios: Domestic Pets Cattle Horses All Others	 ____% ____% ____% ____%

10. Does the Proposer anticipate any major changes in these activities in the forthcoming 12 month period?	
11. Please advise how animal visit / procedure records are kept and where and how they are stored	
12. Does the Proposer own or operate X-Ray or ultrasound machines? (if applicable)	
13. Are animals allowed to stay overnight at the Clinic? If so, are animals attended by a member of the clinic / nurse at all times? (if applicable)	
14. Does the Proposer operate a blood bank? (if applicable)	
15. How many Surgery Rooms are there at the Clinic? (if applicable)	
16. Does the Proposer store any medication at the Clinic? If so, is prescribed medication and/or non-prescribed medication given to clients by a qualified nurse under the supervision of a qualified medical assistant?	

3. PREVIOUS INSURANCE/PREVIOUS CLAIMS

1. Has the Proposer previously been insured?

   If so, please specify:

	Name of Insurer	Policy Period	Limit of indemnity
1			
2			
3			
4			

2. Has a previous application been declined? Has a previous insurance a) required increased premium? b) required special restrictions? c) been terminated/not been renewed by an insurer? If so, please give detailed information.	 Yes No Yes No Yes No
3. Have any claims or suits for malpractice been made against the Proposer or any of his partners, assistants, nurses or technicians during the past five years? If so, please advise amount and details of each claim.	
4. Is the Proposer or any of his partners, assistants, nurses or technicians aware of any circumstances or incidents which may result in a claim? If so, please give details.	
5. Is the Proposer or any of his partners, assistants, nurses or technicains ever been convicted or charged but not yet tried for any offence? If Yes, please give details	

4. ENDORSEMENTS TO BASIC COVER

1. Retroactive Cover If so, indicate number of years (maximum number of years – 5 years)	Yes No
2. Libel and Slander	Yes No
3. Loss of Document	Yes (Automatic)
4. Dishonesty of Employees	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 agreed otherwise in writing, your insurance policies with Mapfre Malta p.l.c. (hereinafter referred to as the "Company" or "we") 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.

HOW TO COMPLAIN

STEP 1 – CONTACTING THE COMPANY

The first step is to talk to a member of our 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 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 Complaints Officer, Mapfre Malta p.l.c., Middle Sea House, Floriana FRN 1442 or via e-mail on compofficer@mapfre.mt. Your communication should set out the details, explain what you think went wrong and what you feel would put things right. If you are not happy about writing it, you can always ask one of our staff members to take note 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.

We will promptly acknowledge your complaint in writing and outline the steps we will take to investigate and resolve it. If we are unable to resolve your complaint within 15 working days, we will inform you of the reason for the delay.

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
N/S in Regional Road,
Msida MSD 1920,
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@asf.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.

PERSONAL DATA PROCESSING

The proposer and/or policyholder is hereby being informed about the data processing that the Data Controller Mapfre Malta p.l.c. will carry out on his/her personal data provided voluntarily, as well as those provided through his/her intermediary, on his/her consultation, insurance application or, if applicable, the contracting of any service or product.

Purposes of processing:	To manage your insurance application and, if applicable, to manage the contract, preparation of a risk profile for actuarial purposes, fraud prevention and investigation, preparation of a commercial profile for the communication of information and advertising about offers for Mapfre Malta p.l.c.'s products and services, as well as centralized management of your relationship with the Mapfre Group
Legal basis:	Execution of the contract, legitimate interest, compliance with legal obligations and consent
Recipients:	Data may be disclosed to third parties and/or transferred to third countries in accordance with the terms and conditions stated in the additional data protection Information
Rights:	Users may exercise their rights of access, rectification, deletion, restriction, objection, including to automated decision making and portability, as detailed in Additional Information on Data Protection
Additional Information:	You may consult the link to https://www.mapfre.com.mt/privacy-policy

If the data provided pertains to physical persons other than the data subject, including health data, the latter guarantees that they have the former's consent before providing the data, informing them in advance of the data protection terms set out in this document.

The proposer and/or policyholder confirms that they are over 18 years of age. If the data provided by the data subject refers to children under the age of 18, including health data, as the holder of parental authority or guardianship over the minor, you expressly authorize the processing of such data under the terms established in the additional information.

The proposer and/or policyholder warrants that the personal data provided is accurate and truthful and undertakes to keep it up to date and to inform Mapfre Malta p.l.c. of any changes made to it.

Mapfre Msv Life p.l.c. and Mapfre Malta p.l.c. have entered into a joint control agreement committing to comply with data protection legislation to process their data jointly under the terms detailed in section "9. Joint control amongst Mapfre Group companies" in the link to https://www.mapfre.com.mt/privacy-policy/

☐ I want to receive, including in electronic format, personalized sales communications about products and services, discounts, gifts, promotions, and other advantages from the Mapfre Group and other collaborating companies, and therefore I consent to profiling.

In any case, your consent for processing your data for this purpose is revocable and you may withdraw your consent at any time or exercise any of the rights as described in the link to https://www.mapfre.com.mt/privacy-policy/

CONSENT FOR INFORMATION EXCHANGE

I consent, on my behalf and on behalf of anyone listed in this form, that the Company and its intermediaries or any member of the Group may, for the purpose of preventing, detecting or suppressing fraud or any other reason as compelled by law and for the purpose of administering my insurance proposal and policy and handling and settling claims, exchange some or all of the information including information about my insurance history with Public Authorities, members of the legal or medical profession, insurance undertakings, insurance intermediaries and the Commissioner of Police as may be applicable.

I understand (and have explained to others) that when I inform the Company about an incident that may or may not lead to a claim, the Company may share information related to it with the Malta Insurance Association and/or other insurance companies and intermediaries.

We will ensure that this communication is carried out confidentially and in accordance with the Professional Secrecy Act, 1994 and as permitted under relevant legislation.

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 the completed proposal form and agree that all the statements I have made and information I have provided are correct and complete in every respect and will form the basis of the contract between me and Mapfre Malta p.l.c [us]. I undertake to notify Mapfre Malta p.l.c of any change in the information subsequent to the submitting of this proposal form. I understand that in the event of a finding of incomplete and/or non-disclosure of material information, Mapfre Malta p.l.c reserves the right to repudiate the claim or declare the policy void. I understand and agree that by signing this Declaration I will be bound by the statements and disclosures of material facts herein contained. I confirm that I have received, read and understood the 'Insurance Product Information Document', 'Information for Prospective Policyholders' and the quotation relevant to the product for which I am applying.

Period of insurance required	
Signature of applicant	Date
Intermediary	