



ERRORS AND OMISSIONS INSURANCE FOR MISCELLANEOUS PROFESSIONS

Important notice:

1. This is a proposal for a contract of insurance, in which 'Proposer' or 'you/your' means the individual, company, partnership, trust, charity, establishment or association proposing for cover.
2. This proposal must be completed in ink, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or Underwriters to enter into any contract of insurance. If space is insufficient to answer any question fully, please attach a signed continuation sheet. You should retain a copy of the completed proposal (and of any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully to the best of your knowledge and belief. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence Underwriters' assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should consult your broker.
4. You are recommended to request a specimen copy of the proposed policy or certificate from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover. The proposed insurance covers only those losses which arise from certain events discovered or claims made against the assured during the period of insurance, as specified in the policy or certificate.

(1) Name of Business or Practice (Assured)

(2) Address (including address of branches)

Principal Tel No: _____ Principal Fax No: _____

(3) (a) Date when first established

(b) Detail any Predecessor Business or Practice providing date(s) of establishment and cessation

(4) Name of all Directors, Partners, Principals and Consultants (indicate latter with asterisk)	Qualifications	Year Obtained	How long position held with this Business or Practice

(5) If sole Director or Principal answer the following:

(a) Is this a part time occupation?

YES NO

(b) If YES provide details of present full time occupation

--

(c) Are your full time employers aware of these activities?

YES NO

(6) Is any Director, Partner, Principal or Consultant connected or associated (financially or otherwise) with any other firm, company or organisation for whom the Business or Practice does work?

YES NO

If YES provide full details

--

(7) Total numbers of permanent staff (i.e. excluding Directors, Partners, Principals or Consultants)

- (a) Qualified – full time
- (b) Qualified – part time
- (c) All Other – full time
- (d) All Other – part time

(8) (a) Provide a full description of all your activities

--

(b) Do you anticipate any major changes in these activities in the forthcoming 12 months?

YES NO

If YES supply full details

(c) Provide brief details of any Quality Control procedures and/or accreditations which are in effect

(9) Detail the amount of gross income/fees for the last 3 financial years, and also an estimate for the current financial year

Year	UK	Overseas excluding USA/Canada	USA/Canada
19	£	£	£
19	£	£	£
19	£	£	£
Est 19	£	£	£

Date of your financial year end

(10) (a) What is the total fee received in the last year from your largest client?

(b) What is the average fee received last year per client?

(11) Provide a category breakdown of your fee income:

TYPE OF WORK (detail by category as appropriate)	% OF FEE INCOME	
	Last year	Forthcoming Year (Estimated)
(a)		
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
TOTAL	100%	100%

(12) List the three largest projects which the Business or Practice has undertaken during the last 5 years

Project	Country	Client	Fee	Total Contract Value	Commenced	Finished

(13) (a) Does the Business or Practice undertake any work whatsoever where the 'end product' of such work is carried out outside the United Kingdom, or for overseas clients?

YES NO

If YES provide the following details

Project	Country	Client	Fee	Total Contract Value	Commenced	Finished

(b) Do you work other than from your UK offices?

YES NO

(c) Do you accept liability other than under the jurisdiction of the UK courts?

YES NO

If you have answered YES to (b) or (c) above provide full details

--

(14) Do you use a standard form of contract, agreement or letter of appointment?

YES NO

If YES enclose copies

(15) Is the Business or Practice 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

(16) Is any work carried out by sub-contractors?

YES NO

If YES provide the following information in relation to work undertaken during the last 12 months

Name of Sub-contractor	Qualifications	Type of Work	Fees

Do you require such sub-contractors to carry Professional Indemnity insurance?

YES NO

If YES for what limit?

NOTE: Underwriters retain rights of recourse against sub-contractors unless specifically agreed otherwise.

(17) Is the Business or Practice a member of a consortium or group malpractice or engaged in any single project partnership?

YES NO

If YES provide full details including names of other members/partners and their capacities in the consortium/practice

NOTE: Special arrangements must be made with Underwriters if coverage is required for work done whilst a member of a consortium. In such cases a copy of the consortium agreement will be required.

(18) Is cover required for Partners Previous Business?

YES NO

NOTE: This extension of cover is not available where the Previous Business was a Limited Liability Company

If YES provide the following information for each Partner/Principal for whom such cover is required for each Previous Business:

- (a) Name the Partner/Principal
- (b) Name of Previous Business
- (c) Dates during which he or she was a Partner/Principal
- (d) Nature of work undertaken by Previous Business
- (e) Reason for leaving
- (f) Clarification as to whether there was a dissolution agreement (if so provide copy)
- (g) Details of any claims made against the Previous Business or of any circumstances or incidents which may give rise to a claim
- (h) Was the Previous Business at any time refused similar insurance or quoted increased premiums or had special terms imposed?
- (i) Is the Previous Business still in existence?

(19) Can you confirm the following 'good practice'?

(a) satisfactory written references are always obtained from former employers for the three years immediately preceding the engagement of any employee responsible for money, accounts or goods

YES NO

(b) all cheques drawn for more than £100 require two signatories

YES NO

(c) cash in hand and petty cash are checked independently of the employees responsible at least monthly and additionally, without warning, at least every six months

YES NO

- (d) bank statements, receipts, counterfoils and supporting documents are checked at least monthly against the cash book entries independently of the employees making cash book entries or paying into the bank YES NO
- (e) employees receiving cash and cheques in the course of their duties are required to pay in daily YES NO
- (f) employees are required to account for money received at least weekly YES NO

If NO to any of the above please provide details of your system.

(20) Have you previously been insured or are you currently insured? YES NO

If YES, advise

(a) Name of Insurers

(b) Indemnity Limit

£

(c) Excesses

£

(d) Date of Expiry

(21) Have any claims (successful or otherwise) been made against you, your predecessors in business, or present or past Partners, Principals, Directors or Consultants to which this Proposal relates? YES NO

If YES, have such matters been notified to current or previous insurers?

Provide full details

(22) Are you or any of the Partners, Directors, Principals or Consultants after having made full enquiries, including of all staff, aware of any of the following matters?

(a) Any circumstances which may give rise to a claim against you, your predecessors in business or any past or present Partner, Director, Principal or employee YES NO

(b) The receipt of any complaints, whether oral or in writing, regarding services performed or advice given by you YES NO

If YES, provide full details

(23) Have you or your predecessors at any time been refused similar insurance, or quoted increased premiums or had special terms imposed? YES NO

If YES, provide full details

(24) What limit of indemnity is required?

DECLARATION

I hereby declare that I am authorised to complete this proposal on behalf of the Business or Practice and that the statements and particulars in this proposal are true and complete and no material facts have been mis-stated or suppressed.

I undertake to inform Underwriters of any material alteration or addition to these statements or particulars which occurs before any contract of insurance based on this proposal is effected and acknowledge that this proposal (together with any other information supplied to Underwriters) shall be the basis of such contract.

**Signed:* _____ *Name:* _____

**Capacity:* _____ *Date:* _____

**the signatory should be a director or senior officer of, or partner in, the Proposer.*

PLEASE REMEMBER TO ENCLOSE THE FOLLOWING (UNLESS PREVIOUSLY SUPPLIED TO UNDERWRITERS):

- (a) "C.V:s" for Directors, Partners, Principals, Consultants and other senior staff undertaking 'professional' work
- (b) A copy of your standard form of contract, agreement or letter of appointment (if utilised)
- (c) Consortium Agreements (where applicable)
- (d) A copy of any brochure which may be available in relation to your activities

NOTICE TO THE PROPOSER

THE UNDERWRITERS

The Underwriters will be either Markel Syndicate 3000 at Lloyd's or Terra Nova Insurance Company Limited.

Prior to any placement being concluded, the Proposer will be advised which insurer is to write this contract of insurance

THE LAW OF THE INSURANCE CONTRACT

The parties to this proposed insurance are free to choose the law applicable to the insurance contract. Unless you specifically agree otherwise with Underwriters, your proposed contract will be governed by English law.

PROCEDURE FOR QUERIES OR COMPLAINTS

If at any time you have any questions or concerns regarding this Contract or the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved in this way, please write to the Claims Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will advise you of Markel's internal complaints handling procedure, which applies to all Underwriters in the Markel International Group comprising of Markel Syndicate 3000 at Lloyd's and Terra Nova Insurance Company Limited.

If you are insured with Markel Syndicate 3000 at Lloyd's and are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone 0207 327 5693; Fax 0207 327 5225; Email Lloyds-Regulatory-Complaints@Lloyds.com .

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.

MARKEL SYNDICATE
MANAGEMENT LIMITED

MARKEL SYNDICATE 3000
AT LLOYD'S

TERRA NOVA INSURANCE
COMPANY LIMITED *

MARKEL (LONDON)
LIMITED *

Tel +44 (0)20 7953 6000
Fax: +44 (0)20 7953 6813

www.markelintl.com

* member of the
General Insurance
Standards Council



Registered Office: The Markel Building, 49 Leadenhall Street, London EC3A 2EA