

# PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM

## A FULL POLICY WORDING IS AVAILABLE ON REQUEST

Please complete and tick boxes as appropriate. If there is insufficient space to provide answers to the proposal form questions, please use the ADDITIONAL INFORMATION section at the end of the form.

This form does not apply to Accountants, Consulting Engineers, IT Professionals, Medical Malpractice, Secondary Intermediaries, Surveyors, Estate Agents, Auctioneers or Quantity Surveyors.

*Reference to 'Proposer' 'You' or 'Your' in this proposal shall include all names included under question 1 who will be the Insured in the insurance policy.*

Please ensure that all relevant sections of the Proposal are completed.

1. Name under which business/practice is conducted ('You')

2. Addresses of all of your offices

Postcode:

Website Address

3. Type of business/practice. Give full details of activities you have undertaken and of any intended change in these

4. Date commenced

5. Give details of the five largest contracts you have undertaken in the past three years, or for a new business/practice, in the forthcoming year

Details (name and business of client and nature of the contract)	Fees

6. Give details of your three largest contracts expected to be undertaken in the forthcoming year

Details (name and business of client and nature of the contract)	Fees

7. Give details below of
- partners/directors/members (including details if sole principal) and
  - consultants under a contract of service with you

Full name	Age	Qualifications	Date qualified	Numbers of years in this capacity with you
a.				
b.				

8. Give details below of previous business experience, as appropriate, or attach curricula vitae

Newly established business/practice – complete for all partners/directors/members

Existing business/practice – complete for each partner/director who has held such position with you for less than five years

Name of partner/director/member	Period engaged in previous occupation	Name of firm/company	Profession or business	Position Held

9. State number of other permanent staff

a. qualified

i. full-time  ii. part-time

b. all other

i. full-time  ii. part-time

10. Please indicate limit of indemnity you require

£250,000  £500,000  £1,000,000  Other  £  
(please specify)

11. Do you wish to contribute towards each and every claim?

Yes  No

If 'Yes', tick amount required £1,000  £2,500  £5,000  £10,000  Other  £  
(please specify)

Note. In most cases, a contribution will be compulsory

12. Is cover required for Principals' Previous Business with another firm in respect of any principal named in 7a?

Yes  No

If "Yes" please supply details including: name of principal, name of previous firm, period as a principal, profession of firm, activities performed and fee income of the principal's previous firm

13. Is your business/practice represented in any way in the USA or its territories and possessions, or Canada? Yes  No

If 'Yes', state how (e.g. by subsidiary company, local office, local representative or by any other person or concern holding a power of attorney on behalf of the business/practice)

14. a. Does your business/practice or any partner/director act on behalf of, or undertake work for any firm, company or organisation in which your business/practice or any partner/director has a financial interest? Yes  No

b. Does any partner/director perform an executive role or hold a position whereby he or she is able to make a major policy decision on behalf of such firm, company or organisation? Yes  No

If 'Yes', in either case, give details (by separate note, if preferred)

c. Is such other company, firm or organisation associated with any process of manufacture, construction or erection or any form of contracting or supply? Yes  No

15. State gross fees (including those paid to subcontractors) payable by clients for work undertaken For any non-fee earning business/practice, state total turnover

	Last year	Previous year	Forthcoming year (estimated) for new and existing practices
a. in the UK (excluding c. and e. below)	£	£	£
b. in the USA, its territories and possessions and Canada	£	£	£
c. in the UK and elsewhere (excluding USA and Canada) for clients domiciled in the USA, its territories and possessions or Canada, including work for USA companies, subsidiaries of USA companies or USA subsidiaries of companies based elsewhere	£	£	£
d. elsewhere* (excluding USA and Canada)	£	£	£
e. in the UK for clients domiciled elsewhere* (excluding USA and Canada)	£	£	£
<b>Total of a. b. c. d. and e. above</b>	<b>£</b>	<b>£</b>	<b>£</b>

\* State countries and amounts involved

16.

	Last year	Previous year	Forthcoming year (estimated) for new and existing practices
a. State gross fees paid to sub-contractors	£	£	£
b. State largest fee earned from any client	£	£	£

17. Do you undertake any contract which involves the business/practice or its subcontractors in  
 a. manufacture, construction, erection or installation Yes  No

If 'Yes', state what proportion of the fees declared relates to such contract  %

b. the supply of materials, plant, goods or equipment? Yes  No

If 'Yes',

i. does the supply relate to UK or EU branded products only?

Yes  No

ii. what proportion of the fees declared relates to such contracts?

%

A copy of the contract conditions between the Proposer and the manufacturer or source must be attached

18. Do you use any brochures, written agreements or conditions of contract in connection with the business/practice?

Yes  No

If 'Yes', please attach copies

19. Do you use conditions of contract in every case?

Yes  No

20. Do you work to a professional code of practice?

Yes  No

If 'Yes', provide details in the box below

21. a. Do you have written work instructions or checklists for the services provided?

Yes  No

If 'Yes', give details of the scope of these instructions below (by separate note if preferred)

b. What do you think are the more significant potential risks associated with their field of work?

Give details below

c. What do you do to minimise these risks?

Give details below

d. How often does management review working procedures to ensure their continuing suitability and what form does the review take?

Give details in the box below

22. Are you accredited to or in the process of becoming accredited to ISO 9001, Cyber Essentials or subject to any other form of external assessment?

Yes  No

If 'Yes', give details below

If 'No', give details of how project development and customer relations are monitored (by separate note if preferred)

23. Do you

a. take steps to ensure compliance with the latest data privacy legislation?

Yes  No

b. operate commercially licenced and purchased anti-virus software across your network and regularly apply patches & updates in accordance with the suppliers' recommendations?

Yes  No

c. back up your critical/sensitive data at least weekly to a secure location (i.e. offsite, cloud)?

Yes  No

d. have a Business Continuity Plan or Disaster Recovery Plan and does it address cyber risks including back up of data?

Yes  No

If 'No', to any of the above, give details below

24. What is the procedure you undertake prior to contracts being accepted to ensure that

a. the contract specifications can be met?

b. customer requirements can be satisfied?

Give details below

25. What records do you keep of

a. the original contract

b. subsequent amendments to that contract

c. verbal agreements

d. telephone conversations

Give details below

26. What steps do you take to review work undertaken by staff?

27. Do recruitment procedures involve taking up references?

Yes  No

If 'Yes', over what period are references taken and what information is requested? Give details below

28. Have you any existing Professional Indemnity insurance in force?

Yes  No

If 'Yes', state

a. name of insurer  b. renewal date

29. Has any insurer in respect of the risks to which this proposal relates ever

a. declined a proposal, refused renewal or terminated an insurance? Yes  No

b. required an increased premium or imposed special conditions? Yes  No

If 'Yes', in either case, give detail

30. a. Has any claim been made against you or any of your predecessors in business or any partner, director, consultant or employee for neglect, error or omission in relation to professional duties?

Yes  No

b. Have you or any of your predecessors in business or any partner, director, member, consultant or employee incurred any other loss or expense which might be within the terms of cover?

Yes  No

If 'Yes', in either case, give details below or attach a separate note if preferred

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss incurred	Estimated outstanding cost

c. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

31. Is any partner, principal, director, member, consultant or employee, **after enquiry**, aware of any circumstances which might

a. give rise to a claim against you or any predecessors in business or any of the present or former partners, directors, members or principals?

Yes  No

b. result in you or any of your predecessors in business or any of your present or former partners, directors, members or principals incurring any losses or expenses which might be within the terms of this cover?

Yes  No

c. otherwise affect the Insurer's consideration of this insurance?

Yes  No

If 'Yes', give details including maximum potential cost (by separate note if preferred)

Do you wish to pay your premium by monthly instalments?

Yes  No

## SPECIFIC PROFESSIONS

Please complete as appropriate

### Employment Agencies and Recruitment Consultants

- a. Do you supply temporary staff? Yes  No   
If 'Yes', please state turnover i.e. wages bill plus fees £
- b. Do you supply permanent staff? Yes  No   
If 'Yes', please state fees earned £
- c. State percentage of turnover/fees relating to the supply of staff in the following categories
- |  | Temporary Staff        | Permanent Staff        |
|--|------------------------|------------------------|
| i. drivers and/or persons whose duties include responsibility for money or goods | £ <input type="text"/> | £ <input type="text"/> |
| ii. executive, technical, specialist or professional staff                       | £ <input type="text"/> | £ <input type="text"/> |
| iii. medical staff i.e. nurses, locums etc                                       | £ <input type="text"/> | £ <input type="text"/> |
| iv. all other staff (please give brief details)                                  | £ <input type="text"/> | £ <input type="text"/> |

- d. Please give details of the vetting procedures undertaken by you before supplying staff to the clients

Please enclose a copy of the contract conditions between

- i. you and your client  
ii. you and your staff supplied/contractors
- e. Do you comply with the Department for Business Innovation & Skills (BIS) guidance on the Agency Worker Regulations? Yes  No

If 'No', please state how compliance is achieved



**Translators**

a. State percentage of your other permanent staff declared in question 9 involved in:

i. Business  %    ii. Scientific and/or technical  %    iii. Accounting  %

iv. Others (please specify).

b. Which languages are translated

c. Is work passed to other translators, i.e. sub-contractors?

Yes  No

If 'Yes', state

i. their qualifications

ii. whether they return all work to yourself for checking and forwarding to clients

Yes  No

iii. whether they hold Professional Indemnity insurance

Yes  No

## **ADDITIONAL INFORMATION**

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Use this space to provide further information in support of answers given to questions in this Proposal.  
Please state question number clearly.

## IMPORTANT NOTICES

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Please read the following carefully before you sign and date the Declaration and Undertaking

### IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the insurance policy takes effect the Insured have a duty to make a fair presentation of the risks to be insured under the insurance policy.

A *fair presentation of the risk* is one:

- which:
  - discloses to the Insurer every material circumstance which you know of or ought to know of; or
  - gives the Insurer sufficient information to put the Insurer on notice that it will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A *material circumstance* is one that would influence the Insurer's decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to the Insurer.

A copy of the proposal should be retained by you for your own records.

### FINANCIAL OR TRADE SANCTIONS

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

### PRIVACY POLICY

RSA is committed to ensuring that your privacy is protected.

For a full explanation of how we use the information we collect about you, how you can contact us if you wish to exercise your rights and the procedure that we have in place to safeguard your privacy please visit:

[www.rsagroup.com/support/legal-information/broker-privacy-policy](http://www.rsagroup.com/support/legal-information/broker-privacy-policy)

## DECLARATION AND UNDERTAKING

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I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

If any such facts, expectations and/or beliefs materially change before the insurance policy takes effect I/we undertake to provide details of all such changes to the Insurer in order to comply with my/our obligation to provide a fair presentation of the risk to be insured under the insurance policy.

For the purposes of making this proposal for insurance, I/we agree that the Intermediary (which I/we have appointed to advise in relation to this policy) is acting on my/our behalf and not as an agent of the Insurer.

Signature (Principal)

Date

On behalf of\*

\*insert name of your firm

This insurance will not commence until the Insurer has indicated acceptance of the Proposal. The Insurer reserves the right to decline any Proposal.