



Broker at **LLOYD'S**

# Miscellaneous Professional Indemnity Proposal Form



# Professional Indemnity Insurance for Miscellaneous PI

## PROPOSAL FORM

### Important Notice

1. This is a proposal for a contract of insurance, in which 'proposer' or 'you/your' means the individual, company, partnership, limited liability partnership, organisation or association proposing cover.
2. This proposal must be completed, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or the insurer to enter into any contract of insurance. If space is insufficient to answer any questions 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 the insurer's 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 wording from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

### Section A: General Information

1. (a) Name of company or entity (Insured)
- (b) Address of registered or principal office
- (c) Website address
- (d) Date of establishment
- (e) Please provide details of directors, partners or principals of the business

Name	How long director/partner/principal?	Relevant qualifications and year of qualification

2. What is the total number of:

- (a) Professionally qualified staff and principals
- (b) Other technical staff
- (c) Clerical administrative staff
- (d) Total

3. Please provide details of offices or subsidiaries that are to be covered by this insurance:

Name	Country of registration	Ownership relationship with the main practice

**Section B: Business Activities**

1. Please detail the business’s gross turnover / fees for the last 3 financial years and an estimate for the next financial year emanating from the following territories:

Year	UK	USA	Rest of world	Total
Estimate for next year				

2. Please indicate which of the following services are by the practice by showing the approximate percentage of gross fees for the past twelve months:

Type of work	% of Turnover / fees		
	UK	USA	Elsewhere
Total			

3. Provide a full description of all your activities

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

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

5. Has your business work split materially changed over the past 3 years?

Yes  No

If YES, please provide details:

6. Do you anticipate any material changes to your business activities in the coming year?

Yes  No

If YES, please provide details:

7. (a) What percentage of fees is paid to sub-consultants employed directly by the business?

%

(i) Give details of work carried out by such sub-consultants

(b) Do you obtain verification that such sub-consultants carry and maintain in force professional indemnity insurance?

Yes  No

(c) Do you analyse the financial stability of each sub-consultant?

Yes  No

8. Is the business or any partner, principal, or director connected or associated (by way of shareholding, financial interest, contract of employment or otherwise) with any other company or organisation?

Yes  No

If YES, please provide details

9. Is the practice owned or controlled by any other business entity? Yes  No

If YES, please provide details

10. Is or has the business been a member of a consortium, joint venture, group practice or similar associations? Yes  No

If YES, please provide details

**Section C: Risk Management**

1. List the five largest contracts undertaken during the last 5 years

Client	Industry	Scope of services	Contract value	Fee	Start date	End date

2. List three typical contracts undertaken during the last 3 years

Client	Industry	Scope of services	Contract value	Fee	Start date	End date

3. Does the business always enter into standard written contracts (own or market recognised)? Yes  No

If NO, please provide details:

If YES, do your standard delivery terms:

- |       |  |                              |                             |
|-------|--|------------------------------|-----------------------------|
| (i)   | Accept liability for consequential or indirect losses  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (ii)  | Accept liability for financial damages greater than the value of the contract  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (iii) | Include any form of liquidated damages   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (iv)  | Warrant a performance standard greater than reasonable care and skill  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (v)   | Provide for an unlimited warranty period   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (vi)  | Allow for changes to the scope of work without a written variation of contract   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (vii) | Provide indemnities to your clients (except intellectual property rights, death, bodily injury and/or property damage) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If Yes to any of the above, please detail below

- |     |   |                              |                             |
|-----|---|------------------------------|-----------------------------|
| 4.  | Are all contracts reviewed by a qualified lawyer?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5.  | Do you always ensure there is a signed contract in place prior to starting work?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6.  | Do all contracts clearly define the scope of services provided?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7.  | Are changes to the scope of work always written into contract?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8.  | Do you have a contract approval process?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9.  | Do you have a peer review process?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 10. | Can you confirm the following "goodpractice"?   |                              |                             |
|     | (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 <input type="checkbox"/> | No <input type="checkbox"/> |
|     | (b) All cheques drawn for more than £ 25,000 require two signatories.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|     | (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 <input type="checkbox"/> | No <input type="checkbox"/> |
|     | (d) Bank statement, 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 <input type="checkbox"/> | No <input type="checkbox"/> |
|     | (e) Employees receiving cash and cheques in the course of their duties are required to pay in daily.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|     | (f) Employees are required to account for money received at least weekly.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

**Section D: Cyber**

1. Do you require coverage for cyber? Yes  No

If YES, please complete the following questions. If NO, please skip to Section E: Claims History

2. (a) How many personally identifiable information (PII) records or unique consumer records do you currently hold?

(b) Do you hold or process any of the following types of sensitive data?  
 Financial information (including credit/debit card records)  Medical information  
 Identity information (including NI number or passport details)  
 Names, addresses, telephone numbers

(c) Do you anticipate any significant changes over the next 12 months for the above? Yes  No   
If YES, please provide full details.....

3. (a) What percentage of your turnover emanates from online or e-commerce activities?

(b) What is the size of your dedicated IT budget annually?

4. Can you confirm you adhere to the following best practices?
- (a) Have a dedicated individual responsible for information security and privacy Yes  No
  - (b) Have a written incident management response plan Yes  No
  - (c) Perform background checks on all employees and contractors with access to sensitive data Yes  No
  - (d) Have restricted access to sensitive data (including physical records) Yes  No
  - (e) Have a process to delete systems access within 48 hours after employee termination Yes  No
  - (f) Have written information security policies and procedures that are reviewed annually and communicated to all employees including information security awareness training Yes  No
  - (g) Ensure all remote access to IT systems is secure Yes  No
  - (h) Only use operating systems that continue to be supported by the original provider Yes  No

If NO to any of the above, please detail below along with mitigating comments

5. Are annual or more frequent internal/external audit reviews (including penetration testing) performed on your IT network and your procedures? Yes  No

If YES, **please provide a copy of the latest report from any examination/audit**

6. Can you confirm you comply with the following minimum security standards?
- (a) You use anti-virus, anti spyware and anti-malware software and update them regularly Yes  No
  - (b) You use firewalls and other security appliances between the internet and sensitive data Yes  No
  - (c) You use intrusion detection or intrusion prevention systems (IDS/IPS) and these are monitored Yes  No

- (d) You ensure all sensitive data on your system is encrypted Yes  No
- (e) You ensure all sensitive data on all removable media is encrypted Yes  No
- (f) You ensure sensitive data is permanently removed (e.g. physical destruction not merely deleting) from hard drives and other storage media or sold and from paper records prior to disposal Yes  No
- (g) You perform regular backups and periodically monitor the quality of the backups Yes  No

If NO to any of the above, please detail below along with mitigating comments

- 7. (a) Do you have a disaster recovery plan (DRP) and/or business continuity plan (BCP) in place? Yes  No
- (b) In your DRP / BCP, how long would it take for you to be fully operational again following an incident?
- (c) How often do you test your DRP / BCP?

8. Please provide details of the vendors for the following services (or check box if it is managed and operated in house)

	Vendor	In-house
(a) Internet service provider		<input type="checkbox"/>
(b) Cloud / hosting / data centre provider		<input type="checkbox"/>
(c) Payment processing		<input type="checkbox"/>
(d) Data or information processing (such as marketing or payroll)		<input type="checkbox"/>
(e) Offsite archiving, backup and storage		<input type="checkbox"/>

**Section E: Claims History**

- 1. Regarding all the types of insurance covers to which this proposal form relates, are you or any of the partners, principals, or directors, after having made full enquiries, including of all staff, aware of any of the following matters in the past 6 years?
  - (a) Any claims (successful or otherwise) or cease and desist orders been made against the company, its predecessor, or present or past partners, principals, or directors Yes  No
  - (b) Any circumstances which may give rise to a claim against the company, its predecessor or any past or present partner, director, principal or employee Yes  No
  - (c) The receipt of any complaints, whether oral or in writing, regarding services performed, products or solutions sold or provided, or advice given by you Yes  No
  - (d) Any loss or damage that has occurred to the company or its predecessor Yes  No
  - (e) Any privacy breach, virus, DDOS, or hacking incident which has, or could, adversely impact(ed) your business Yes  No
  - (f) Any unforeseen down time to your website or IT network of more than 3 hours? Yes  No
  - (g) Any allegation of loss or loss sustained as a result of the fraud or dishonesty of any person employed by the business? Yes  No



If YES to any of the above, please provide full details:

**Section F: Insurance Details**

1. In the event your previous policy is not insured with Markel please give us the following details:

- (a) Name of insurers
- (b) Retroactive date
- (c) Limit of indemnity
- (d) Excess
- (e) Premium

2. Quote Request

(a) What limit of indemnity is required:

- (i)
- (ii)
- (iii)

(b) What amount of excess would you be prepared to carry in respect of each and every claim:

- (i)
- (ii)
- (iii)

**Data Protection Act 1998 – Consent to use of information**

The insurer will use the information provided herein to manage the insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities or to the insurer’s agents providing services on their behalf.

In order to detect and prevent fraud, the insurer may at any time:

1. Share information about the proposer and/or its partners, principals, directors, officers and/or employees with other organisations and public bodies including the Police;
2. Check and/or file the proposer’s and/or its partner’s, principals’, directors’ and/or officers’ details with fraud prevention agencies and databases and if the insurer suspects fraud, the insurer will record this.

The insurer and other organisations may also search these agencies and databases to:

- (a) Help make decisions about the provision and administration of insurance, credit and related services for the proposer, its partners, principals, directors and officers;
  - (b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage the proposer’s accounts and insurance policies;
  - (c) Check identities to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

The insurer can supply on request further details of the databases that they access or contribute to.

**Declaration**

I the undersigned hereby confirm that I am duly authorised and do give consent to the use of information as set out above.

I also hereby declare that I am authorised to complete this proposal on behalf of the proposer. I undertake to inform the insurer of any material alteration or addition to these statements or particulars which occurs before the commencement of the period of insurance. It is hereby acknowledged and agreed that the terms conditions limitations and exclusions of the policy may be subject to alteration at any time prior to the commencement of the period of insurance should any such material alterations or additions arise. Signing of this proposal does not bind the insurer to offer nor the applicant to accept insurance.

**Signed\***

**Name**

**Company position**

**Date**

\*the signatory should be a director or senior officer of, or a partner of, the company.

## **NOTICE TO THE PROPOSER**

### **The Insurer**

The insurer will be either Markel International Insurance Company Limited or Markel Syndicate 3000 at Lloyd's together with any other subscribing insurer(s).

Prior to any placement being concluded, the proposer will be advised which insurer(s) is/are 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 specifically agreed otherwise with the insurer, the proposed contract will be governed by English law.

### **General Enquiries**

If at any time you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Claims Manager, Professional Liability Division, 20 Fenchurch Street, London EC3M 3AZ.

## **Complaints Procedures**

### **Markel Syndicate 3000**

If you are insured by Markel Syndicate 3000 and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel Syndicate Management Limited (Lloyd's Managing Agent for Syndicate 3000), 20 Fenchurch Street, London EC3M 3AZ or the Policyholder and Market Assistance Team at Lloyd's.

Their address is:

Policyholder and Market Assistance, Market Services, Lloyd's, One Lime Street, London, EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com).

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Following this complaints procedure does not affect your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

phone: 0800 023 4567 or 0300 123 9123

### **Markel Syndicate 3000 at Lloyd's of London**

Markel Syndicate 3000 is a syndicate at Lloyd's of London. The Lloyd's Managing Agent for Markel Syndicate 3000 is Markel Syndicate Management Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 204953).

### **Markel International Insurance Company Limited**

If you are insured by Markel International Insurance Company Limited and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service without affecting your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

phone: 0800 023 4567 or 0300 123 9123

### **Markel International Insurance Company Limited**

Markel International Insurance Company Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 202570).

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