

Professional Indemnity Insurance Proposal

UNREGISTERED (previously Non-practising) BARRISTERS including EMPLOYED BARRISTERS

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| This Proposal Form should be completed, signed and dated by a Principal of the current Proposer. If you require additional space to complete your answers to each question then please use your own letterhead and date and sign each additional page. Completion of the Proposal Form does not bind you or the Insurer to enter into any contract of insurance. If you have a brochure about your firm’s operation(s), please forward it with this application.  You should be aware that the completed Proposal Form along with all additional information provided will form part of the Contract of Insurance with the Insurer. All facts material to the proposed insurance must be disclosed fully and truthfully and to the best of your knowledge and belief. Any facts given which are knowingly false or misleading may make the policy null and void. In addition to the information contained in your proposal form including all supporting documentation, if you are aware of any other information which you consider may alter, influence or prejudice the Insurer’s appraisal of the risk being proposed, you must disclose this information in conjunction with this Proposal Form. If such “material” information is not disclosed at the same time as the completion of the Proposal Form, such non-disclosure may prejudice the Proposer’s rights to indemnity under the policy. A material fact is one which may influence the Insurer’s assessment or acceptance of the risk being proposed. If uncertain as to what may constitute a material fact, please consult us.  We will seek quotations based on the following Demands & Needs as well as on the information provided in this proposal, plus any other information that you provide to us.   |  |  | | --- | --- | | Overall Cover Requirement | You require Professional Indemnity to cover loss resulting from any claim for any civil liability which arises from the performance or failure to perform your professional services in a business capacity | | Cost | No specific premium targets have been identified | | Policy Terms & Conditions | Negotiation based on standard policy terms or conditions unless otherwise specified | | | | | | | |
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| 1. Name of Applicant: | |  | | |  | |
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| Name(s) of firm(s) to be insured: | |  | | |  | |
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| Principal Address: | |  | | |  | |
| Postcode: | | |  | |  | |
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| Date Established: | |  | | |  | |
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| Website Address and Email: | |  | | |  | |
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| Number of Employees: | |  | | |  | |
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| Please provide a summary of your business activities/proposed business activities – please include as much detail and narrative as possible of the nature of work undertaken:  **Please also ensure that you have read the Bar Standards Board Guidance for Unregistered Barristers (Barristers without Practising Certificates) which can be viewed here** [**https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/code-guidance/**](https://www.barstandardsboard.org.uk/regulatory-requirements/bsb-handbook/code-guidance/) | | | | | | |
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| If this proposal relates to new insurance, you **must** also enclose a copy of your CV or career summary plus any relevant supporting literature | | | | | |

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| 1. Year of Call |  |  |
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| 1. Please provide details of the Proposers gross fees received in the last two financial years and the estimated fees  for the forthcoming year. If this is a new start up, please provide estimated figures for the forthcoming year | | | | | | | |
|  | For clients based in: | Past Year | Current Year | Forthcoming Year | | |  |
|  | United Kingdom | £ | £ | £ | | |  |
|  | Europe | £ | £ | £ | | |  |
|  | USA or Canada | £ | £ | £ | | |  |
|  | Other Countries (please specify) | £ | £ | £ | | |  |
|  | Total Fees | £ | £ | £ | | |  |
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| Financial Year End Date | | | | |  |  | |
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| 1. Areas of Practice, based on your last complete financial year or estimate if start up: | | | | |
|  |  | £ | % |  |
|  |  | £ | % |  |
|  |  | £ | % |  |
|  |  | £ | % |  |
|  | Total | £ | 100% |  |
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| 1. Do your clients have final “sign-off” on work undertaken for them prior to implementation/action? | | Yes / No |  |
| If appropriate, please expand below : | | | |
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| 1. Do you operate under standard terms and conditions? If yes, please include a copy with this proposal. | | Yes / No |  |
| If appropriate, please expand below, explaining situations and the extent to which standard terms are used : | | | |
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| 1. Are you connected (financially) with any other business or concern, or a member of a consortium, or have you entered into any joint ventures? | | Yes / No |  |
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| 1. In the last six years have any claims been made against you? | | Yes / No |  |
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| 1. Are you, having made full enquiries, aware of any circumstances which may give rise to a claim against you? | | Yes / No |  |
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| 1. In the last six years, have any complaints been made against you or any disciplinary proceedings been brought by any regulatory body? | | Yes / No |  |
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| 1. Has the Proposer at any time been refused similar insurance, or had any policy cancelled or voided at any time? | | Yes / No |  |
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| 1. Has any director, manager, partner or trustee of the Proposer or any person insured or proposing for insurance 2. been convicted, or charged but not yet tried, of any criminal offence other than a motoring offence? 3. been declared bankrupt, gone into insolvent liquidation, or been the subject of receivership or an administration order? | | Yes / No |  |
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| If you have answered Yes to any of the questions above, please provide details below : | | | |
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| 1. Policy Jurisdiction Required | | | |
|  | UK only |  |  |
|  | European Union |  |  |
|  | Worldwide excluding USA/Canada |  |  |
|  | Worldwide including USA/Canada |  |  |
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| For what limit(s) of indemnity do you require terms? | £ | £ | | £ |  |
|  | | | | | |
| For what excess(es) do you require terms? | £ | £ | | £ |  |
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| **Important Information**  **Duty of fair presentation**  An insurance contract is one of the utmost good faith.  Under English law, you owe a duty to make a fair presentation of the risk to the insurer. You have a duty to disclose to the insurer every material circumstance which you know or ought to know after a reasonable search or which is sufficient to put the insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. In addition, you have a duty to disclose information in a clear and accessible manner.  A circumstance is material if it would influence a prudent insurer’s judgment in determining whether to take the risk and, if so, on what terms.  Failure to disclose a material circumstance may entitle an insurer to:   * in some circumstances, avoid the policy from inception and in this event any claims under the policy would not be paid; * impose different terms on your cover; and/or * proportionately reduce the amount of any claim payable.   This duty applies:   * before your cover is placed; * when it is renewed; and * at any time that it is varied.   Your policy wording may also provide that this duty continues for the duration of the policy.  You should contact us immediately for assistance if you are unsure whether information may be material, or if it comes to your attention that you may have not disclosed full and accurate information.  **Data Protection**  Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration.  If you provide information about another person, in doing so you confirm that they have given you permission to provide it to insurers and for insurers to be able to process their personal data (including any sensitive personal data) and also that you have told them.  In assessing your application now or at renewal, an insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made.  Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).  In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.  **Credit Searches and Accounting**  In assessing your application, to prevent fraud, check your identity and to maintain its policy records, an insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. The information will be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.  The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.  **Sensitive Data**  In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents. |

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| **Declaration**  I/We understand that the information I/we provide and seen throughout will be used in deciding the price charged by the Insurer for the risk and whether the Insurer will accept the application. I/We declare that I/we after a reasonable search have informed the Insurer of all facts which are likely to influence the Insurer in the acceptance or underwriting of my/our insurance. I/We declare that to the best of my/our knowledge or belief the particulars and statements given in this application and any other documentation and information provided in connection with this application is true and complete and this application, declaration, documentation and information shall be the basis of the contract between myself/ourselves and the Insurer. I/We accept that if I am/we are in doubt whether any fact may influence the Insurer I/we should disclose it.  I/We declare that the above answers, statements, particulars and additional information are true to the very best of the knowledge and belief of the Proposer. After full enquiry, I/We also confirm that I/We have disclosed all information and material facts that may alter the insurers view of the risk, or affect their assessment of the exposures that they are covering under the policy. I/We understand that all answers, statements, particulars and additional information supplied with this proposal form will become part of and form the basis of the policy.  I also accept that the information contained in this proposal will be handled in accordance with the TLO’s Privacy Statement as detailed at <http://www.tlorisk.com/privacy> | | | | |
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| Signed: |  | Date: |  |  |
|  |  |  |  |  |
| Printed: |  | Position: |  |  |
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**Attachments Included with this proposal**

Curriculum Vitae Products/Services Literature Standard Terms & Conditions Other Relevant Information