



# Marsh Specialty 2021 Solicitors Proposal Form

For Solicitors' Professional Indemnity Insurance

## DEFINITIONS

### Adjudication work

Defined as acting as a neutral third party engaged by disputing parties to provide a non-judicial resolution of their dispute that is, subject to the terms of any contract between the disputing parties, binding upon them, but excluding arbitration work.

### Agency Advocacy work

Defined as all civil advocacy work, including attendance at a Court or Tribunal for the purpose of such advocacy, done on behalf of another insured Practice, but excluding any work done as a solicitor working as an agent or locum tenens in another Practice.

### Arbitration work

Defined as any work done in the discharge or the purported discharge of the functions of an arbitrator in relation to an arbitration to which the Arbitrations Acts 1950-1996 apply.

### Children work

Defined as applications made in relation to family proceedings as defined by section 8(3) of the Children Act 1989 and including Parts III and V of the Children Act 1989.

### Commercial work

This covers all commercial and private company work and work relating to Public Limited Companies including mergers and acquisitions, corporate insolvency, corporate trusts and taxation.

### Conveyancing – commercial

Acting on the acquisition, sale or financing of freehold or leasehold property where the client is acting in the course of a business. This includes the drafting of leases and related documentation.

### Conveyancing – residential

Acting on the acquisition, sale or financing of freehold or leasehold property where the client is not acting in the course of a business.

### Debt collection

Collection of undisputed or undefended debts. Debt recovery work that involves a dispute including the defence of a debt action, should be classified as litigious (other) work.

### Employment – contentious

Advising and acting on disputes between employer and employee that arise from statute and/or contracts of employment.

### Employment – non-contentious

General employment advice to employers and employees, including corporate support on transfer of businesses, employee benefits and drafting of contracts of employment and staff handbooks.

### Financial advice and services

This covers all financial advice and services provided to private individuals, unincorporated bodies and companies where such work is regulated by the SRA as a designated professional body or is directly regulated by the FCA under the Financial Services and Markets Act 2000.

### Immigration work

Defined as advice and assistance on UK immigration and nationality law, including preparation for and representation before Immigration Adjudicators, Special Adjudicators, and any Tribunals or Courts of Justice up to but not including the Divisional Court, the Court of Justice of the European Union, the Commission on Human Rights of the Council of Europe, or the European Court of Human Rights.

### Landlord/tenant

Dealing with the exercise of contractual rights under a lease whether acting for a landlord or a tenant, including rights of enfranchisement, Landlord and Tenant Act 1954 claims, rent reviews, rights to manage, possession, and dilapidations. Does not include the creation/drafting of contractual rights.

### Lecturing and related activity work

Defined as work involving the preparation for, and the presentation of, lectures, seminars, training and tuition whether for the purposes of professional skills training, continuing education or otherwise, including the provision of written material for publication.

### Mediation work

Defined as acting as a neutral third party engaged by disputing parties to assist them to resolve their dispute by negotiated agreement without resort to adjudication.

### Mental health tribunal work

Defined as representation of patients detained under the Mental Health Act 1983 at hearings of the Mental Health Tribunal.

### Net Profit

Fee income less the costs of your firms business.

### Net Worth

Total assets less total liabilities.

### Offices and appointments

This does not include appointment as an Officer or Director of a company but does include acting as a clerk to City Livery Companies, Dean and Chapters, Drainage Boards, Local Councils, Charities or School Governing Bodies, Diocesan Registrars, Archdeacon's Registrars or Provincial Registrars of the provinces of the Church of England in respect of work covered by an Ecclesiastical Fees Order; provided that any such offices and appointments are undertaken in the course of private legal practice.

### Overseas income

This includes activity undertaken for non-UK domiciled clients including matters involving E & W law and needs to be disclosed in the relevant sections.

### Parliamentary agency

Defined as all work done in the promotion of or opposition to primary or subordinate legislation.

### Principal

Means a Regulated Principal of the firm as defined in the rules and recorded by the SRA. This includes any solicitor trading as a Recognised Sole Practitioner (or on their own account), and any partner, LLP member or Limited Company director in the firm (whether a solicitor or not).

### Successor practice

The definition of Successor Practice in the SRA Minimum Terms is complicated. You may be a Successor Practice even though you did not intend to take on the liabilities of another Practice when taking it over or merging with it and even if you specifically agreed that those liabilities would remain elsewhere. Whenever a Practice ceases "being carried on as discreet business", there is potential for the Successor Practice clause to take effect. You may become a Successor by holding out your Practice "expressly or by implication" as being the successor of or by incorporating the other Practice(s), by taking on the majority of the Principals in the other Practice as Principals in your Practice, by taking on at least one such Principal as a Principal when the majority have not become Principals in another Practice, by taking a Sole Practitioner or Recognised Body into your Practice as a Principal, or by taking on a Sole Practitioner as an employee after 31st August 2000. If your Practice has done any of these things, at any time or is planning to do so, you may be a Successor Practice and should provide full details.

### Town and country planning

Includes compulsory purchase, listed buildings and conservation areas work.

### Welfare work

Defined as advice and assistance about assessment of clients' entitlement to welfare benefits and for verifying an assessment by the Department of Work and Pensions or other benefit granting bodies such as Local Authorities.

## DUTY OF FAIR PRESENTATION

An important function of this form is to help ensure that you comply with your disclosure duties to any insurer with whom we arrange professional indemnity insurance on your behalf.

**BEFORE FILLING OUT THIS FORM PLEASE READ THE NOTICE CONCERNING DISCLOSURE CONTAINED WITHIN SECTION 15 THAT SETS OUT DETAILS OF YOUR DUTY OF DISCLOSURE.**

As explained in the Notice, it is very important that you disclose fully and accurately all material circumstances. An explanation of what constitutes a material circumstance is provided in the Notice. If you have any doubt as to whether something is a material circumstance, it is recommended that you disclose it.

If you are aware of any claims, or circumstances which may give rise to a claim, please be sure that you report them immediately, in a separate letter, to your current broker and/or insurer. We would remind you that this type of policy is written on a claims made basis, which means that it is the policy in force when a claim is notified that responds to that claim. There are no days of grace for renewal negotiations under this type of policy. All cover will terminate at expiry date.

An important purpose of this Proposal Form is to assist the Proposer in providing all material information to insurers for the purposes of quoting and accepting the risk to which the Proposal Form pertains.

- It is your duty to make a fair presentation of the risk and to disclose all material circumstances that the Proposer knows or ought to know.
- A material circumstance is one which would influence the judgment of a prudent insurer in determining whether or not to accept a risk, and upon what terms.
- The Proposer ought to know of all circumstances which should reasonably have been revealed by a reasonable search of information available to the Proposer.
- Failure to comply with this duty may give the insurer the right to void the policy from its inception, or to impose different terms, or to reduce the amount paid on any claim.

The individuals whose knowledge in connection with the risks to be insured is relevant for the purposes of the duty of fair presentation shall be referred to in this Proposal Form as “Responsible Individuals”. The Proposer is required to identify the Responsible Individuals in the space provided below.

The Proposer is also required to identify the scope of the search for information available to the Proposer which it proposes to undertake (“the Scope”) in the space provided below. For further information about the duty of fair presentation, please refer to the Marsh Engagement Document, section entitled ‘Duty of Disclosure’.

## RESPONSIBLE INDIVIDUALS AND SCOPE OF SEARCH

Please list the members of your Senior Management and/or those Responsible Individuals responsible for arranging your professional indemnity insurance for the purposes of **your** duty of fair presentation:

Name	Position / Role

Please provide a brief outline of the methodology employed to obtain the data in this proposal (the “Scope”) in order to provide a fair presentation to insurers, both internally and with third parties i.e. your insurance agent(s). (Examples may include an outline of the pre-renewal internal claims checks and/or the consultation of various heads of business units and the scope of the information that they may provide):

## COMPLETING THIS FORM

Please answer all the questions in full and complete this form in ink, signing and dating the declaration as provided. Please include with this form a sheet of your current headed notepaper, which can also be used to supplement areas where you may have insufficient space to answer a question. When providing further information on the Practice’s headed notepaper, please make reference to the Section and Question number.

## 1. PRACTICE DETAILS

a Please list all practising titles including associate nominee, alternative business structures and service companies. Please mark type against each: 'S' for Sole Practitioner, 'P' for Partnership, 'L' for Limited Liability Partnership (LLP), 'ABS' for Alternative Business Structures and 'R' for recognised body.

Practice Name(s)	Date Established	SRA Number	Type

Principal Address of the Firm:

Telephone:

Website:

Where your Firm is a Partnership or LLP are any of the partners/members Limited Liability entities?

Yes

No

Has the Practice ever merged with or acquired any other Firm, or does the practice plan to merge or acquire any other Firm in the next twelve months?

Yes

No

If 'Yes', please provide the following details on the Practice's headed notepaper.

Name of Firm(s)	Run-off Cover Purchased	Date Established	Date of Succession or Acquisition	No. of solicitors who joined the firm
	Yes / No			
	Yes / No			
	Yes / No			

b Does the Practice intend to perform any professional services that are not regulated by the SRA?  
If 'Yes', please provide full details on the Practice's headed notepaper.

Yes

No

c Please give details of any accreditation standards

Lexcel

Conveyancing Quality Scheme

ISO

Investors in People

Other (please specify)

Date accreditation first received:

d Professional Indemnity Insurance contact:

Direct dial telephone No.:

Email Address:

e Additional Practice information:

i Do you have any offices, other than the main office listed above, for which you are seeking cover? If 'Yes', please provide full details on the Practice's headed notepaper.

Yes

No

ii If 'Yes' to i above, is there a resident Principal or Partner? If 'No', please provide details of how that office is supervised on the Practice's headed notepaper.

Yes

No

iii Do you have any US domiciled interests to be insured under this policy?

Yes

No

iv Do you have any other overseas domiciled interests to be insured under this policy?

Yes

No

v Has the Firm changed materially in the last 6 years including, but not limited to, legal entity, nature of work or location?

Yes

No

vi Do you expect there to be any material change to or in your Firm in the coming year including, but not limited to, legal entity, nature of work or location? i.e. converting to an LLP or considering retiring or merging with another firm.

Yes

No

If 'Yes' to any of iii-vi above, please provide full details on the Practice's headed notepaper.

vii Do you only advise on the law of England & Wales?

Yes

No

If 'No', please provide full details on the Practice's headed notepaper.

viii Is your business that of a Solicitors' Firm only?

Yes

No

If 'No', please provide full details on the Practice's headed notepaper.

## 2. SOLICITOR/PERSONNEL DETAILS

a Please advise the following (if none, state 'NONE'):						Number	
Partners, Principals, Members or Directors (including salaried Partners held out as Partners)							
Solicitors and Assistant Solicitors (including qualified Consultants)							
Non Solicitor Fee Earning staff (including Fee Earning Trainees & Legal Executives)							
All other staff (including secretarial; excluding domestic, cleaning and catering staff)							
<b>Total</b>							
Please provide a schedule of each Partner, Principal, Member, Director or Fee Earner using the following headings:							
Title (Mr/Mrs etc)	Solicitor's Full Name	Date of Birth (DD/MM/YY)	Full or Part-Time (less than 20 hours per week)	SRA Number (As shown on Practising Certificate)	Number of years practising since admission in England & Wales (excluding career breaks)	Email address	
b Does the Practice have any Partner, Principal, Member or Director who is not a solicitor? If 'Yes', please provide full details including full name, role at the Practice, copy CV (or details of qualifications) and date appointed on the Practice's headed notepaper.						Yes	No
c Do all Partners, Principals, Members, Director, Fee Earners and Consultants devote all of their work time and attention to the business of the Firm? If 'No', please provide full details including number of hours in respect of each relevant person.						Yes	No
d Does any Partner, Principal, Member, Director, Fee Earner or Consultant work for any other solicitors or partake in any other business activity? If 'Yes', please provide full details on the Practice's headed notepaper.						Yes	No
e Did any fee earner, including any Partner or Sole Practitioner, obtain their first legal qualification outside the UK? If 'Yes', please provide full details in respect of each individual and continue on the Practice's headed notepaper if necessary.						Yes	No
Roll Number	Full name			Place of qualification			
f Has any member of staff been dismissed from the Firm due to performance related issues in the last six years?						Yes	No
g If 'Yes', were their files audited?						Yes	No
h Are there any employment related claims outstanding against the Firm? If 'Yes', please provide full details on the Practice's headed notepaper.						Yes	No

### 3. FEE INCOME

a Please provide your gross fee income for the following accounting periods:

	Financial Year Ending (DD/MM/YY)	Clients domiciled in UK	Clients domiciled in USA/Canada	Clients domiciled Elsewhere	Total
Estimate for current Financial Year		£	£	£	£
Last Full Accounting Period		£	£	£	£
Accounting Period before last 1		£	£	£	£
Accounting Period before last 2		£	£	£	£
Accounting Period before last 3		£	£	£	£
b Please provide the following information for the last three complete Financial Years:			Financial Year Ending	Financial Year Ending	Financial Year Ending
Operating/Administration expenses, excluding Principal drawings			£	£	£
Net Profit/Loss after tax and before drawings			£	£	£
Total Partner/Principal drawings or Member/Director Remuneration			£	£	£
Net Assets of the Practice (Total Assets less Total Liabilities)			£	£	£
<b>Please provide a copy of the annual accounts for the last two complete Financial Years.</b>					
c Please confirm the largest total fee that you have charged in the last 3 years.				£	
d Have you provided any advice or services to any overseas domiciled client? If 'Yes', please provide full details on the Practice's headed notepaper, including.				Yes	No
<ul style="list-style-type: none"> <li>• How are the clients known to you and how do you establish the clients' identity?</li> <li>• How do you establish that the client is not on a sanctions list?</li> <li>• What type of work was involved?</li> <li>• If a Property Transaction, was this a sale or a purchase and if a purchase what was the purpose of the purchase by your client?</li> <li>• What was the value of the transaction?</li> <li>• Were any monies paid by you into a UK bank account?</li> </ul>					
e Please confirm whether any one client or group of clients generate 20% or greater of your annual fees? If 'Yes', please provide full details on the Practice's headed notepaper.				Yes	No
f What is your current debt (including working overdraft and any term loans)?				£	

#### 4. PRACTISING CERTIFICATE AND REGULATORY ISSUES

Has the Firm or any prior Practice, or any present or former Principals, Partners, Members, Directors, Consultants and employees thereof:			
a	Been the subject of an investigation that has been upheld, or any investigation or intervention by any regulatory department of the Solicitors Regulation Authority, the Legal Ombudsman Service or any other recognised body including the FCA?	Yes	No
b	Received a monitoring visit from the Practice Standards Unit?	Yes	No
c	Previously been, or is currently the subject, to a Petition for Bankruptcy or Voluntary Insolvency Agreement or any other arrangement with creditors?	Yes	No
d	Ever been refused a Practising Certificate or granted a Conditional Practising Certificate or been the subject of a costs or penalty order or reprimand by the Solicitors Disciplinary Tribunal?	Yes	No
e	Ever been convicted of (or charged with but not yet tried for) any criminal offence involving fraud or dishonesty other than spent convictions?	Yes	No
f	Ever failed to meet any insurance premium, (including premium finance arrangements), run off premium or excess contribution in full or in part?	Yes	No
g	Ever been insured by the Assigned Risks Pool?	Yes	No
h	Had any self-reports to the SRA over the past 5 years?	Yes	No
If the answer to any of a-h above is 'Yes', please provide full details on the Practice's headed notepaper.			

#### 5. DIVISION OF WORK

Division of Work	Last complete Financial Year	Prior Financial Year
1 Acting as an arbitrator, adjudicator or mediator	%	%
2 Commercial – Non Mergers and Acquisitions related (Please complete the Supplementary Commercial Questions)	%	%
3 Commercial – Mergers, Acquisitions (Please complete the Supplementary Commercial Questions)	%	%
4 Conveyancing – commercial (Please complete the Supplementary Conveyancing Questions)	%	%
5 Conveyancing – residential (Please complete the Supplementary Conveyancing Questions)	%	%
6 Criminal law	%	%
7 Defendant litigious work for insurers	%	%
8 Employment – contentious	%	%
9 Employment – non-contentious	%	%
10 Financial advice and services	%	%
11 Immigration	%	%
12 Landlord and tenant	%	%
13 Litigation – other (Please provide details on the Practice's headed notepaper)	%	%
14 Matrimonial	%	%
15 Non-litigious work other than given in any other category (Please provide details on the Practice's headed notepaper)	%	%
16 Personal Injury – Defendant (Please complete the Supplementary Personal Injury Questions)	%	%
17 Personal Injury – Claimant (Please complete the Supplementary Personal Injury Questions)	%	%
18 Property selling and Valuation	%	%
19 Wills, Trusts & Probate	%	%
20 Other low risk work (debt collection, children, mental health tribunal, welfare, offices and appointments, administering oaths and taking affidavits, parliamentary agency, agency advocacy, lecturing and related activity, expert witness, town and country planning) - (Please provide details on the Practice's headed notepaper).	%	%

21 Other (Please provide details on the Practice's headed notepaper)	%	%
<b>Total must equal 100%</b>	<b>100%</b>	<b>100%</b>
If any of the Areas of Practice above are declared as 0% but you have performed such work in the past 10 years, please provide full details on the Practice's headed notepaper.		
a Has your Firm or any prior practice ever undertaken financial advice and services work? If 'Yes', please provide full details of the work undertaken on the Practice's headed notepaper.	Yes	No
b Have you ever acted in connection with any investment scheme, for example, but not limited to, those involving student pods, care homes, hotel rooms, fine wine, cryptocurrency, self-storage units, car parking spaces, carbon credits, land banking or natural resources? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No

## 6. SUPPLEMENTARY CONVEYANCING QUESTIONS

a With the increasing risk of identity fraud does the Firm review their Know Your Client (KYC) and Anti Money Laundering (AML) procedures on a regular basis to ensure all possible precautions are being taken? If 'No', please provide full details on the Practice's headed notepaper.	Yes	No
b Does the Firm have guidelines or procedures in place for when a number of warning signs arise in a conveyancing sale or purchase, for example a vacant property, an overseas buyer &/or seller, a short transaction time-frame or a questionable sale price? If 'No', please provide further details as to how you manage these increased risks on the Practice's headed notepaper.	Yes	No
c Have you ever been involved with or introduced any client(s) to any land plot investment schemes? If 'Yes', please provide further details on the Practice's headed notepaper.	Yes	No
d Has your Firm or any Prior Practice been involved in any setting up or advising on/or introducing on any Tax Mitigation Schemes, including, but not limited to, Stamp Duty Land Tax (SDLT) Schemes? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
e Have you ever had any exposure to Multiple Dwelling Relief in relation to Stamp Duty Land Tax? If 'Yes' how many have you advised on?	Yes	No
f What procedures do you have in place to ensure that issues with Multiple Dwellings Relief are identified during a conveyancing transaction? Please provide full details on the Practice's headed notepaper, including a detailed explanation of how you would identify if such a circumstance exists.		
g In the last 10 years has the Firm (or any Prior Practice) acted for a developer in relation to a development which contain more than 5 units?	Yes	No
h In the last 10 years has the Firm or any Prior Practice acted on more than 5 transactions in the same development, including multiple phases of a single development?	Yes	No
i In the last 10 years has the Firm or any Prior Practice acted for buyers when the Firm are/were the developers preferred solicitor (including being on panel) for a development?	Yes	No
If 'Yes' to any of questions g-i above, please provide the following information on the Practice's headed notepaper: <ul style="list-style-type: none"> <li>Name of developer.</li> <li>Name of the development.</li> <li>Total number of transactions on each development and total number of transactions you have acted in each development.</li> <li>Total value of the properties you have transacted on each development.</li> <li>Total fees received in respect of this work.</li> <li>Date of transaction.</li> <li>Confirmation on each development whether you were acting for sellers or purchasers.</li> </ul>		
j In the past 10 years has the Firm (or any prior practice) acted on any conveyancing transaction where a deposit of greater than 10% has been paid? If 'Yes', please provide full details in respect of each transaction and copy of the wording of any warning of the potential for the loss of deposits if the developers enter liquidation.	Yes	No



k	Has the Firm ever given or plan to give legal advice on Home Equity Release plans? If 'Yes', please provide further details on the Practice's headed notepaper, including: • What was/is the extent of the advice? • Do you provide any certification surrounding the advice given on equity release? If yes, please include a copy within your presentation. • How do you satisfy yourselves that your clients are not under any undue influence and that they are not vulnerable?	Yes	No
l	Are you a member of the Equity Release Council? If 'Yes', what is the date of your initial membership?	Yes	No
m	Have you always undertaken Home Equity Release work as an independent solicitor?	Yes	No
n	On average how many Home Equity Release transactions per year have you undertaken over the last 6 years?		
o	Have you ever acted on any transaction involving overseas properties, overseas developments or any transactions involving UK properties or UK developments for overseas buyers? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
p	Does the firm have controls in place to ensure all new build or refurbished leasehold properties with escalating ground rents are reported to lenders and & buyers? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
q	Please estimate the number of transactions with escalating ground rents since 2007:		
r	In respect of escalating ground rents have you seen any cases of doubling within short periods? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
s	Please estimate the number of transactions involving the government's 'Help to Buy' scheme the Firm or any prior practice have undertaken per year since 2013:		
t	In respect of the last five financial years, how many Residential Conveyancing transactions fall into the following categories:		

Financial Year		Mortgaged	Re-mortgaged	Non-mortgaged
2016/17	Approximate number of transactions			
	Fee Income	£	£	£
2017/18	Approximate number of transactions			
	Fee Income	£	£	£
2018/19	Approximate number of transactions			
	Fee Income	£	£	£
2019/20	Approximate number of transactions			
	Fee Income	£	£	£
2020/21	Approximate number of transactions			
	Fee Income	£	£	£

Please provide % of Residential Conveyancing transactions in the last completed financial year where you were acting for:

Vendor	%	Purchaser	%
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u In respect of the last five financial years, how many Commercial Conveyancing transactions fall into the following categories:

Financial Year		Mortgaged	Re-mortgaged	Non-financed
2016/17	Approximate number of transactions			
	Fee Income	£	£	£
2017/18	Approximate number of transactions			
	Fee Income	£	£	£
2018/19	Approximate number of transactions			
	Fee Income	£	£	£

2019/20	Approximate number of transactions			
	Fee Income	£	£	£
2020/21	Approximate number of transactions			
	Fee Income	£	£	£
Please provide % of Commercial Conveyancing transactions in the last completed financial year where you were acting for:				
Vendor		%	Purchaser	%

v Please provide the following conveyancing information for each of the last five financial years:

	Residential Conveyancing		Commercial Conveyancing	
Financial Year	Highest transaction value	Average transaction value	Highest transaction value	Average transaction value
2016/17	£	£	£	£
2017/18	£	£	£	£
2018/19	£	£	£	£
2019/20	£	£	£	£
2020/21	£	£	£	£

## 7. SUPPLEMENTARY COMMERCIAL QUESTIONS

Please list the largest matters over the last three years and fees earned in each case (This does not relate to Commercial Conveyancing transactions).

Transaction Type	Public or Non-Public company	Contract value	Gross Fees earned
		£	£
		£	£
		£	£
		£	£
		£	£

Please provide approximate % of Commercial/Corporate fees in the last completed financial year in these areas:

Debit Issuance/Securitisation	%	Pension Schemes	%
General Commercial	%	Project Financing	%
Insolvency	%	Regulation/ Compliance	%
Investment Schemes	%	Tax	%
Mergers & Acquisitions	%	Other	%

## 8. SUPPLEMENTARY LITIGATION QUESTIONS

Please provide details of the types of litigation you are involved with below.

Please list the largest 5 matters over the last 3 years and fees earned in each case.

Transaction Type	Type of client	Value	Gross Fees earned
		£	£
		£	£
		£	£
		£	£
		£	£

## 9. SUPPLEMENTARY MATRIMONIAL QUESTIONS

a Please advise how many instructions you received in the last 3 years:

2020/2021	2019/2020	2018/2019
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b Please advise what % of instructions in each of the last 3 years involved combined assets of the couple that were greater than £500k?

2020/2021	2019/2020	2018/2019
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c Please advise what % of instructions in each of the last 3 years involved a client from overseas and/or international assets?

2020/2021	2019/2020	2018/2019
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d In cases where a pension worth more than £100,000 is involved, do you always obtain a report from a pensions expert? (If you have not had any such cases would you do so if one arose?)  
If 'No', please confirm the percentage of cases where you do and a reason where you do not on the Practice's headed notepaper.

Yes No

## 10. SUPPLEMENTARY PERSONAL INJURY QUESTIONS

In the last 3 years, has the Firm undertaken any personal injury work. If no please move to next Section. Yes No

Please advise your current personal injury work by percentage (Total must equal 100%):

Clinical negligence	%	Occupational disease	%	All other personal injury	%
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Please estimate the percentage of personal injury work (claimant) you currently have in the following categories (Total must equal 100%):

Small Claims	%	Fast Track	%	Multi Track	%
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a What was your average personal injury settlement over the last 3 years? £

b What was your highest personal injury settlement over the last 3 years? £

c How many fee earners undertake personal injury work?

d How many fee earners are members of Association of Personal Injury Lawyers (APIL)?

Please provide details of individual cases settled or likely to settle in excess of £250,000 on the Practice's headed notepaper.

e Has the Firm been involved with any clinical negligence work with values in excess of £1m on an anticipated settlement basis? Yes No

If 'Yes', please provide further details on the Practice's headed notepaper.

f Does the Firm have any concerns in respect of any personal injury settlements negotiated in the 12 month period prior to the change of the discount rates (20th March 2017) Yes No

If 'Yes' to the above has the Firm taken steps to recalculate the quantum claimed in any on-going personal injury claims since the change to the discount rate? Please provide further details on the Practice's headed notepaper.

## 11. RISK MANAGEMENT QUESTIONNAIRE

a	Are regular audits undertaken of assistant and Fee Earner files?	Yes	No
b	Do you have a system for monitoring live cases where fees have not been charged for more than 3 months and/or are overdue for payment?	Yes	No
c	Do you have a system for identifying and avoiding conflicts of interest?	Yes	No
d	Do you have a formal process for vetting new clients prior to accepting instructions?	Yes	No
e	Do you instruct your staff to ensure that the client is always issued with an engagement letter giving costs and other information as set out in Rule 2 of the Code of Conduct?	Yes	No
f	Are all fee earners, without exception and including partners, subject to file reviews?	Yes	No
g	Do you operate a centralised or departmental diary system recording all critical dates and time limits? If 'Yes' are all fee earners required to use this diary?	Yes Yes	No No
h	Do you have documented arrangements to ensure proper authorisation and monitoring of undertakings given on behalf of the practice?	Yes	No
i	How many undertakings were given in the last 12 months?		
j	Does your retainer documentation contain limitation of liability or proportionate liability clauses?	Yes	No
k	Do you have risk controls in place which mandate:		
i	Personnel must never disclose to anyone their security details (passwords, codes, usernames etc.) by any means regardless of the apparent authority of the person requesting the details.	Yes	No
ii	Exchange of bank details for payments to or from the firm must be made at the outset of a transaction, preferably when meeting the client, where the risk of fraud and restrictions on future changes to bank details can be fully explained?	Yes	No
iii	Changes to bank details must not be accepted unless it has been validated that those changes have been made by your client. This validation must take a different form of communication to that advising you of the change.	Yes	No
iv	Payments from client account(s) must be set-up by one person and independently verified/ authorised by another against original client bank account name, number and sort-code, before funds are transferred.	Yes	No
l	Do you use a FastPay type service? If 'Yes', in respect of client account transfers what is the maximum individual or batch amount that can be made on a FastPay type service without independent verification before transfer?	Yes £	No

## 12. CYBER & DATA SECURITY

a	Please confirm that your Firm has taken steps to implement the recommendations contained in the Law Society's Fraud Guidance issued in February 2016 and any subsequent updates?	Yes	No
b	Please confirm that all employees involved in handling or transferring of monies (client and/or the Firms) have been made aware of the need to confirm client's financial details by way of two-stage verification (checking that emails are genuine by telephoning the client for confirmation).	Yes	No
c	Please confirm that your Firm's security software, including antivirus, anti-spam and firewall software is sufficient and regularly reviewed and updated to identify and remove malware. In addition, that all software installed is kept up to date and regularly 'patched'.	Yes	No
d	Please confirm that your Firm accepts no responsibility or liability for malicious or fraudulent emails purportedly coming from your Firm, and that it is the client's responsibility to ensure that any emails coming from your Firm are genuine before relying on anything contained within them.	Yes	No

### 13. CLAIMS AND MATERIAL INFORMATION

Year Policy Incepted	Length of Policy Period (in Months)	Please state number of claims or circumstances for each policy period; if none state 'NONE'	Name of Qualifying / Participating Insurer
2015			
2016			
2017			
2018			
2019			
2020			

Please attach a copy of your current, up to date, confirmed claims experience from all Qualifying/Participating Insurer for each policy period since 2015 for the Practice and any Prior Practice where you are deemed to be the Successor Practice.

a	Are you aware, after full enquiry, of any circumstances, allegations, shortcomings or expression of dissatisfaction including any criticism of the Practice's work, which may result in any claim being made against the Practice or any Partner, Principal, Member, Director, Assistant, Consultant or Employee either past or present, whilst they were in the Practice, or in any previous Practice?	Yes	No
If 'Yes', please provide full details on the Practice's headed notepaper.			
b	Are there any matters notified by your Firm (or any predecessor Practice) to Participating Insurer's or the Assigned Risks Pool that have not been accepted as an effective notification? If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
c	Are you aware of any other material information of which underwriters should be advised? Please refer to section 15 for further detail. If 'Yes', please provide full details on the Practice's headed notepaper.	Yes	No
d	Has the Firm received any file requests from lenders which either		
i	have not been notified to insurers or	Yes	No
ii	have not been accepted as a notification by the insurer	Yes	No
If you have answered 'Yes' to any of the above, please provide further details on the Practice's headed notepaper.			

### 14. COVERAGE REQUIRED

Please provide details of your current insurance (**not required** if Marsh are your current PII intermediary).

Current Limit of Indemnity	£	Current insurer	
Current level of Policy Excess	£	Current broker	
Current premium (excluding IPT)	£	Renewal Date	

Limit of Indemnity required?	1 £	2 £
Level of Policy Excess required?	1 £	2 £

## 15. OTHER MATERIAL INFORMATION

### Important reminder

As explained below in the Notice Concerning Disclosure, you are under a duty to provide to Insurers: i) disclosure of every material circumstance which you (the insured) know or ought to know, or ii) failing that, disclosure which gives the Insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances, in a manner which would be reasonably clear and accessible to a prudent insurer. This means that careful thought must be given to the manner in which information is presented. You must disclose all such information whether or not a specific question has been included in this application form. Is there any other material information that may be relevant to this application? If yes, please provide full details on the Practice's headed notepaper.

PROPOSAL FORM CHECKLIST: Please remember to:	Please tick if enclosed or provided:
a Sign and date this Proposal Form.	
b Provide a copy of your Practice's headed notepaper.	
c Provide your up to date insurer claims summaries.	
d Provide a schedule of non-regulated activities.	
e Provide a schedule of Partners, Principals, Members and Directors.	
f Provide your last 2 years Report and Accounts or where unavailable your Management Accounts.	
g Provide details of any disciplinary or regulatory investigations.	
h Provide all supplemental information provided to accompany this proposal form.	

### Data Protection

In order to arrange and provide insurance cover for you, Marsh Ltd ("we", "us" and "our") will collect and use information about you such as names and contact details, and in some cases, special categories of personal data (e.g. health information) and information relating to criminal convictions and offences.

Please do not provide us with personal data that may be used to identify any individual other than such personal data that is necessary for us to perform the services. We may pass personal data (which may include special categories of data) to third parties such as (re)insurers, other intermediaries, service providers and our own affiliates who may require your personal data.

In certain circumstances, we may be required to collect, use and process special categories of personal data. You shall be responsible for obtaining all necessary and appropriate consents from your data subject to enable us to process such special categories of data that is necessary for the performance of the services. For more information about how we process personal data, please refer to our Fair Processing Notice at <http://www.jlt.com/data-protection/gbr/jlt-specialty>.

**Consent to the use of Your Name and Logo**

Marsh Ltd, in the ordinary course of business, creates prospecting/marketing material for specific third parties and groups thereof and for more general distribution. You may well have received examples of such documentation from Marsh in the past.

Marsh Ltd is seeking your confirmation and agreement to use your company name, and for a revocable licence to use your company logo, as part of such prospecting/marketing documents during the period in which Marsh Ltd remains your broker of record (at the expiry of which we acknowledge that any rights granted to us hereunder shall cease automatically). We will not attribute any statement to your Company without separate written consent from you to do so, and our use of your name/logo will be solely in the context of a Client list intended to evidence to third parties the sophistication, diversity and strength of our Client portfolio.

Could you please confirm below your consent to use of your name and logo on the basis set out above. (Please also confirm whether you have any particular images/logos/names and/or branding guidelines you require us to use in line with the above.)

Marsh Specialty consent	Consent	
<b>Our Practice Name</b>	Yes	No
<b>Our Practice Logo</b>	Yes	No

**Important Notice Concerning Disclosure**

It is your duty to provide insurers with a fair presentation of the risk. This requires you to provide to insurers: i) disclosure of every material circumstance which you (the insured) know or ought to know, or ii) failing that, disclosure which gives the insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances, in a manner which would be reasonably clear and accessible to a prudent insurer. This means that careful thought must be given to the manner in which information is presented. It is also important to understand who in your business has "knowledge" for the purposes of this duty. If you are an individual, you will be presumed to know what you actually know and what is known by the individuals responsible for your insurance (such as your broker). If you are a corporate entity, you will be presumed to know what is known by the business's "senior management" and the individuals responsible for its insurance (such as your risk management team and your broker). You will also be treated as knowing circumstances which the relevant persons identified above ought to know as a consequence of undertaking a reasonable search of the information available to you.

A material circumstance is one which would influence the judgment of a prudent insurer (not necessarily the insurer in question) in determining whether to take the risk and, if so, on what terms. Examples of such circumstances could be the details of any previous claims against your firm or changes in the nature of your firm's business. Please note that these examples are for illustrative purposes only and are by no means exhaustive or conclusive. If your proposal is a renewal of an existing policy, it should also include any change in circumstances previously advised to Underwriters. If you are in any doubt as to whether or not circumstances are considered material, you should disclose them. Where an insured breaches its duty of disclosure, insurers are generally limited to "proportionate remedies", linked to what they would have done if the risk had been fairly presented. This may result in the imposition of different terms or the proportionate reduction of claims where a higher premium would have been charged. However, in circumstances where, had there been full disclosure, the insurer would not have entered into the insurance contract on any terms, it can avoid the contract and refuse all claims, although if it does so, it must return the premium to the insured. If the insured's breach of its duty of fair presentation of the risk is deliberate or reckless, insurers can avoid the policy, refuse all claims and keep the premium.

A Principal of the practice must sign and date this form below along with any separate sheets.

I/We declare on behalf of the firm(s) that we have read and understood the Notice Concerning Disclosure set out above. I/We declare on behalf of the firm(s) that the statements and particulars in this declaration are true and that I/We have not mis-stated nor suppressed any material circumstances. I/We undertake to inform Insurers of any material alteration to these circumstances occurring before inception of the Contract of Insurance. We accept that any deliberate misrepresentation of circumstances declared on this proposal form may be referred to The Legal Complaints Service.

<b>Print Name:</b>	
<b>Signature:</b> (Partner, Principal, Member or Director)	
<b>On behalf of:</b>	
<b>Date:</b>	



Chartered

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