

Application Form for
Professional Indemnity and Liability Insurances

Estate and Letting Agents

This application form must be completed signed and dated by your Principal, Director or Partner

Please ensure that all questions are answered in full and that where further details are requested or there is insufficient space available in the application form any relevant additional information is provided in the box on page 7

Proposer Details

Full Trading Title (including full names if individuals or partners)

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Trading Address (including postcode)

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| | Postcode |

Please provide details of any other Trading Addresses on separate sheets

Correspondence Address (if different from Trading Address above)

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| | Postcode |

Business Description (please provide a full description of all your business activities)

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Date Business Established

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Website*

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* (Your website content will **not** be deemed to form part of this application form unless supplied in hard copy form and attached to this proposal form)

1 (a) Please complete the following

| Full names of all Directors and Partners | No. of years in this capacity | Professional Qualifications | Date Qualified |
|--|-------------------------------|-----------------------------|----------------|
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(b) Number of staff (excluding those listed above)

| Professionally Qualified Staff | Technical | Self employed/Contract Persons | Others e.g. Administration | Total Staff |
|--------------------------------|-----------|--------------------------------|----------------------------|-------------|
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(c) Wageroll

| Clerical Employees | £ | Manual Employees | £ |
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2 (a) Please provide details of your fee income for the past 3 years together with an estimate for the forthcoming year

| | Year 2 end date - __/__/__ | Last Complete Financial Year end date - __/__/__ | Current Financial Year end date - __/__/__ | Forthcoming Year end date - __/__/__ (Est. Only) |
|--|-------------------------------|---|---|---|
| UK & Channel Isles | | | | |
| European Union | | | | |
| USA & Canada Subject to US or Canadian Laws | | | | |
| USA & Canada Not Subject to US or Canadian Laws | | | | |
| Elsewhere | | | | |

(b) Please indicate the approximate percentage of the total work carried out by discipline as follows

| Discipline | Last Complete Financial Year | Forthcoming Year (Estimate) |
|--|------------------------------|-----------------------------|
| Estate Agency - Residential | | |
| Estate Agency - Commercial | | |
| Letting Agency - Residential | | |
| Letting Agency - Commercial | | |
| Rent/Lease Reviews - Residential | | |
| Rent/Lease Reviews - Commercial | | |
| Property Management - Residential | | |
| Property Management - Commercial | | |
| Property Letting (No management) - Residential | | |
| Property Letting (No management) - Commercial | | |
| Provision of Home Information Packs | | |
| Domestic Energy/Assessments | | |
| General Insurance | | |

table continued on next page

Question 2(b) continued

| Discipline | Last Complete Financial Year | Forthcoming Year (Estimate) |
|--|------------------------------|-----------------------------|
| Mortgage commissions | | |
| Building Society agency fees and commissions | | |
| Other (please provide details on page 7) | | |
| Total | 100% | 100% |

(c) Please provide details of your 5 largest projects undertaken during the past 6 years (or anticipated in the next 12 months if a new venture)

| Client | Services Provided | Location | Completion Date | Your Income | Total Contract Value |
|--------|-------------------|----------|-----------------|-------------|----------------------|
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(d) Do you have any contract or client which represents more than 30% of your annual income? YES NO
If YES please provide full details

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3 (a) Do you anticipate any material changes to your activities or the types of contracts in which you are involved in the forthcoming 12 months? If YES please provide full details YES NO

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(b) Do you have any contract or client which represents more than 30% of your annual income? YES NO
If YES please provide full details

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(c) Are you (or any Partner or Director of yours) associated or connected (financially or otherwise) with any other organisation? If YES please provide full details including details as to the nature of the association or relationship details of any work undertaken for such organisation and the income received from such work YES NO

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(d) Are all of your contracts subject to English, Scottish or Northern Irish law?
If NO please provide full details

YES NO

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(e) Have you changed your name or been part of a merger de-merger or joint venture or have there been any material changes to your activities in the past 6 years? If YES please provide full details

YES NO

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(f) Are you responsible for the maintenance, condition or refurbishment of any property

YES NO

If Yes, is this work undertaken

a) by you

YES NO

b) by subcontracting to third parties

YES NO

c) by introducing third parties to the property owner

YES NO

4 (a) Do you currently buy Professional Indemnity Insurance? If YES please confirm

YES NO

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|------------------|-------------------|
| Existing Insurer | Indemnity Limit |
| Excess | Premium |
| Renewal Date | Retroactive Date* |

*Please note that cover will only apply to work executed after the Retroactive Date. This date can usually be found in the schedule which accompanies your current policy or certificate

(b) (i) Please state/tick the limit(s) for which you require quotations

(ii) Please state the amount of Self Insured Excess you would like to carry. Please note that any terms provided may be subject to a minimum Excess based on the information supplied in this application form

| | £250,000 | £500,000 | £1,000,000 | £2,000,000 | £5,000,000 | £10,000,000 | Other (£) Please State | Excess (£) Please State |
|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---------------------------|----------------------------|
| Professional Indemnity | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| Employers' Liability | N/A | N/A | N/A | N/A | N/A | <input type="checkbox"/> | | N/A |
| Public & Products Liability | N/A | N/A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | N/A |

(c) Please confirm Employers Reference Number(s) (required for Employers' Liability Insurance)

| Company Name | Parent (P) Subsidiary (S) | ERN Number | Exempt? Yes (Y) No (N) | Exempt Reason 1, 2 or 3 Please select from below |
|--------------|------------------------------|---------------|---------------------------|---|
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1. The entity has no employees
2. All staff employed earn below the current Pay As You Earn (PAYE) threshold
3. The company is not registered in England, Wales, Scotland or Northern Ireland

Risk Management

5 (a) Do you have a compliance officer or risk manager? If YES please provide the following YES NO

Name Number of years with the firm in this capacity Qualifications

If NO please provide details of the person responsible for internal risk management

Name Number of years with the firm in this capacity Qualifications

(b) Do you ensure that all contracts are subject to terms of engagement which are either industry standard are provided by your professional institute or are reviewed and approved by your solicitor? YES NO
If NO please explain

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(c) Do you seek to limit your liability in contract? YES NO
If YES please state the upper limit at which liability is capped or explain

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(d) Do you engage subcontractors or enter into any contracts where you are contractually liable for the actions of subcontractors? YES NO

If YES please answer the following

(i) What percentage of your annual turnover is paid to subcontractors? %

(ii) Do you have a clearly defined process for the vetting selection management and control of subcontractors? YES NO

(iii) Are all subcontractors are engaged on contractual terms that either mirror or are at least as onerous as the contractual terms under which you have been engaged? YES NO

(iv) Are all subcontractors are required to carry adequate insurance prior to their appointment? YES NO

(v) What is the minimum limit of Professional Indemnity Insurance that you accept for your subcontractors? £

(e) Are all of your current contracts progressing to timescale within budget and with no unresolved issues or problems? If NO please provide full details below YES NO

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(f) Do you obtain written sign-off from your client at each stage of a design contract prior to commencing the next stage? YES NO

(g) Do you undertake any due diligence to ensure that prospective clients are financially stable with an acceptable credit rating? YES NO

Claims

6 In relation to your professional business activities, are you after reasonable enquiry aware of:

(a) any matter which may lead to a claim against you

This includes:

(i) a shortcoming or problem in your work known to you which you cannot reasonably put right

YES NO

(ii) a complaint about your work or anything you have supplied which cannot be immediately resolved

YES NO

(iii) an escalating level of complaint on a particular project

YES NO

(iv) a client withholding payment due to you after any complaint

YES NO

(b) any loss from the dishonesty or malice of any employee or self-employed freelancer

YES NO

(c) any loss from the suspected dishonesty or malice of any employee or self-employed freelancer

YES NO

(d) any matter which may give rise to a claim against your predecessors in business or any past director, officer, board member, senior manager or employee

YES NO

(e) In relation to Professional Indemnity insurance has any claim, whether successful or not been made against you or your predecessors in business or any past or present director, officer, board member, senior manager or employee (whether previously insured or not)?

YES NO

If you answered YES to any part of Question 6, please provide full details

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7 Have you, your present or former directors, partners or family members involved with this or any other business or living with you ever:

(a) had any previous request for insurance declined or had a previous policy or certificate cancelled voided or had any punitive conditions imposed?

YES NO

(b) been declared bankrupt or become insolvent or made any voluntary arrangement with creditors or been subject to enforcement of a judgment debt?

YES NO

(c) been a director or had a controlling interest in any company, firm or business entity which has entered into a voluntary arrangement with creditors or been subject to any application for liquidation, administration, receivership or to enforcement of a judgment debt?

YES NO

(d) been ever subject to any County Court Judgement?

YES NO

(e) been convicted of any offence other than a motoring offence which carries a fixed penalty?

YES NO

If you have answered YES to any part of Question 7, please provide full details

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Important Information

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- 1 disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- 2 make such disclosure in a reasonably clear and accessible manner; and
- 3 ensure that in such disclosure any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

You must give careful consideration to who, in your business, knows this information and make appropriate enquiries of your senior management. This includes those people who play a significant role in the making of decisions about how your business activities are to be managed or organised. For example, people who may hold key information could include, but not be limited to, the managing director, finance director, IT manager and HR manager.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

DATA PROTECTION ACT – INFORMATION USES

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Glemham Underwriting Limited and our Insurers.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's 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. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

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.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit Searches and use of Third Party Information

To ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with our best premium and payment options, we may obtain information relating to you and your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit referencing agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

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 renewal you will signify your consent to such information being processed by the insurer or its agents.

If you have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to your insurance adviser.

Your insurance adviser and your insurers are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- 1 Share information about you with other organisations and public bodies including the Police;
- 2 Undertake credit searches and additional fraud searches;
- 3 Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used.

We and other organisations may also search these agencies and databases to:

- 1 Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- 2 Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- 3 Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- 4 Check details of job applicants and employees.

Claims History

- 1 Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database;
- 2 We may search these databases when you apply for insurance in the event of any incident or claim or at the time of renewal to validate your claims history or that of any person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under this policy.

Choice of Law

The appropriate law as set out below will apply unless you and we agree otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2 In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales will apply.

Declaration

I/we declare that the information given is to the best of my/our knowledge and belief correct and complete and that this proposal makes a fair presentation of the risk to insurers

If the risk is accepted I/we undertake to pay the premium when called upon to do so I/we understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer’s compliance with any regulatory rules/codes

Please remember to print this form and sign in the space below before sending the completed form – either in hard copy or as a scanned PDF – to your Insurance Advisor

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| Signature of Principal/Director/Partner: |
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|------|----------|------|
| Name | Position | Date |
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