

Intellectual Property Litigation Insurance Proposal Form

Important Notice

1. This proposal must be completed in black ink by a partner, principal or director of the firm or company. All questions must be answered to enable a quotation to be given. Answer questions to the best of your knowledge and belief. The form must be signed and dated. If space is insufficient to answer any question fully, attach a separate sheet.
2. **All material facts must be disclosed, as failure to do so may render any policy voidable, or severely prejudice your rights in the event of a claim. A material fact is one likely to influence acceptance or assessment of the proposal by Underwriters / Insurers. If you are in any doubt as to what constitutes a material fact, you should consult your broker.**
3. **CLAIMS MADE POLICY:**
This proposal is for a claims made policy. This means the policy covers:
 - a) claims first made against you during the policy period; and
 - b) claims made by or against you in the future arising out of circumstances of which you first become aware during the policy period and which you notify to Underwriters / Insurers during the policy period.

After the policy has expired, no claims can be made on the policy even though the event giving rise to the claim may have occurred during the policy period. It is therefore advisable to renew the insurance policy each year on a claims made basis with retro-active cover.
4. In the event that there is any material change in the answers given to the questions contained in this proposal form prior to the inception of the policy, the Proposer must notify Underwriters / Insurers and, at the sole discretion of Underwriters/Insurers, any outstanding quotations may be modified or withdrawn.
5. We recommended that you request a specimen copy of the insurance policy from your broker and that you consider carefully the terms, conditions, limitations and exclusions of the proposed insurance shown therein.
6. In this proposal "Proposer" or "you/your" means the individual, company, partnership trust or association proposing for this insurance.
7. You should retain a copy of the completed proposal form and details of any additional information provided for your records.
8. The completion and signature of this proposal does not bind the Proposer or Underwriters / Insurers to complete a Contract of Insurance.

PLEASE NOTE THAT A QUOTATION MAY NOT BE OBTAINABLE SHOULD YOU NOT PROVIDE ALL INFORMATION AS REQUESTED IN THE PROPOSAL FORM

Business Information

1. Full name and Address of Proposer (companies to be insured): *(N.B. If there are joint Proposers, please provide an explanation of their relationship)*

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2. Contact Information:

- a. Contact:
- b. Position:
- c. Telephone:
- d. Website:
- e. Email:

3. Full description of Business Activities:

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- a. Date company was established:
- b. Date product sales commenced / anticipated to commence (if applicable):

4. Turnover

- a. Actual last 12 months:
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- b. Projected next 12 months
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- c. Of which derived from:
 - i) sale of products protected by IP
 - ii) licensing of IP

d. Please show percentage breakdown by region:

	Next 12 months	Actual last 12 months	Projected
Country of Domicile:			
Europe:			
USA / Canada:			
Far East:			
Australia / New Zealand:			
Rest of World:			

5. Please provide details any external investment raised to develop or exploit the technology to be covered by this insurance. Please provide dates of investments.

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6. Please state number of employees:

7. How many of your employees (and outside consultants) are involved in R&D?

8. Do your employment or research contracts contain confidentiality or non-disclosure undertakings and confirm your absolute ownership of any intellectual property rights created by the employee or researcher?

Yes No

9. Have any employees or researchers who would have had access to your confidential information left your employment during the last three years?

Yes No

10. Please provide the following details of your five main competitors. *(If none, please state none)*

Name:	Country of Domicile:	Turnover:

Intellectual Property Rights

PLEASE NOTE THAT NO QUOTATION OF TERMS CAN BE PROVIDED WITHOUT FULL DETAILS OF THE INTELLECTUAL PROPERTY RIGHTS, PRODUCTS OR AGREEMENTS TO BE INSURED.

11. Please identify the intellectual property rights you wish to declare to underwriters under each of the headings below or attach separate list:

If you wish your Broker to obtain this information directly from your attorney or patent agent, please sign the authorisation at the end of this section. Please note that this may delay the time until you receive a quotation for insurance. (Remember to provide contact details under Questions 12 and/or 13)

PATENTS

Please provide details of each patent family and attach one full patent specification per family:

Identifying Title:	Applicable Territory:	Application / Grant Number:	Application / Grant Date:	Status: (pending / granted)

TRADE / SERVICE MARKS

Please provide details for each Trade Mark family and attach an example of each mark:

Mark	Applicable Territory	Appl./Reg. Number	Appl./Reg. Date	Class(es)	Status: (pending/granted)

UNREGISTERED TRADE / SERVICE MARKS

Mark:	Territories used in:

REGISTERED DESIGNS

Please provide details of each design family and attach an example of each design:

Identifying Title:	Applicable Territory:	Application / Grant Number:	Application / Grant Date:	Status: (pending/granted)

COPYRIGHT (including Unregistered Design Rights)

Please identify the items of copyright you wish to insure. For illustrative purposes only, this may include labelling, packaging design, brochures and other marketing materials, plans, drawings, artistic works, computer programmes, video, film, recordings, website designs etc.

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TRADE SECRETS

In order to protect your trade secrets, they must be disclosed to underwriters in a recorded form. This can include video film, electronic media, audio or written formats. We strongly advise that disclosure of your trade secrets is made under a written confidentiality agreement and that disclosure is made directly to Miller Insurance Services Limited. Please identify the documents to be disclosed:

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DOMAIN NAMES

12. Name and contact details of your Patent or Trade Mark agents / attorneys in respect of the Declared Intellectual Property Rights. (If more than one, please show details on a separate sheet and explain why you have used other firms).

Firm:		Contact:	
Address:		Position:	
		E-mail:	
Telephone:		Facsimile:	

13. Name and contact details of any Lawyers that have advised you in relation to any intellectual property matters (including the Declared Intellectual Property Rights or Agreements): (If more than one, please show details on a separate sheet and explain why you have used other firms).

Firm:		Contact:	
Address:		Position:	
		E-mail:	
Telephone:		Facsimile:	

14. Do the Declared Intellectual Property Rights represent your entire portfolio? Yes No

(If NO, please advise the reasons for this):

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CONTACT AUTHORISATION

As per Question 11 in relation to details of Intellectual Property Rights, Products or Agreements:

I / We hereby authorise our Broker _____ to contact any of the Patent / Trade Mark attorneys or Lawyers identified at questions 13 and 14 of this proposal form and for said Patent / Trade Mark attorneys or Lawyers to provide full details of my/our portfolio of Intellectual Property Rights and/or any written agreements controlling the exploitation of intellectual property rights to which I am / we are a party.

Signature: _____ Print Name: _____

Products

15. Please identify the products you wish to declare to underwriters. If numerous products are to be covered, please identify the various product groups and supply any brochures or examples of the products:

Product/ Product Group	Countries in which sold	Patent Protection? (please specify whether Granted or Pending)	Total projected sales for the next 12 months:

16. Are the Products to be insured currently being manufactured, stored, sold, marketed, imported or exported in the USA?

Yes No

(If YES, please specify)

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17. Do you intend to introduce the Products into new business sectors or Territories within the next 12 months?

Yes No

(If YES, please specify)

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Agreements

18. Please list all Agreements to be insured:

If you wish to insure more than two agreements, please answer the below questions in respect of further agreements on a separate sheet.

	Agreement 1	Agreement 2
1. Name of other party/ies:		
2. In-/out-licensing or other?		
3. Domicility of other party:		
4. Effective date:		
5. Applicable Jurisdiction:		
6. Estimated Contract value:		

19. Do any of the Declared Agreements impose an obligation upon you to indemnify or hold-harmless another party from costs and or damages incurred in defending or pursuing infringement proceedings related to the Declared Intellectual Property Rights or Declared Products?

Yes No

(If YES, please provide copies of the relevant Agreements)

20. Do any of the agreements impose an obligation on the other party to indemnify YOU in respect of costs and /or damages incurred in defending or pursuing infringement related to the Declared Intellectual Property Rights or Declared Products?

Yes No

(If YES, please identify which Agreements and provide details below):

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21. Can you confirm that you retain full and unconditional claims control in respect of all Declared Agreements in the event of your contractual obligation indemnify or hold harmless?

Yes No

If NO, please provide relevant Agreement(s)

Risk Management

22. What procedures do you have to identify and record your own copyright or trade secret material (if applicable)?

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23. What searches do you or your agents undertake to identify the existence of any third party intellectual property rights? How do you assess the results? What procedures do you or your agents have in place to safeguard against your infringement of such rights?

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24. Who in the company is responsible for ensuring legal compliance in this area?

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25. Has your Patent Agent / Attorney has conducted a 'Freedom to Operate' search, or similar, in respect of any Declared Products and/or Declared Intellectual Property Rights?

Yes No

(If YES please supply a copy)

26. Are you the absolute owner or exclusive licensee of the Intellectual Property Rights declared above?

Yes No

(If NO, please explain and identify the rights concerned and their owner below):

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27. Please detail below, or provide supporting documentation, any other additional information you believe would benefit you in Underwriters' understanding and consideration of the management of your Intellectual Property and potential circumstances and disputes arising out of your Intellectual Property, Products or Agreements.

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General

28. In respect of the Intellectual Property Rights, Products and Agreements declared above, have you:
- a. ever commenced proceedings or issued warning letters to a third party in respect of their actual or alleged infringement of your rights, breach of a confidentiality undertaking or Licence Agreement.
Yes No
 - b. ever needed to defend an action by a third party in respect of your actual or alleged infringement of their intellectual property rights or breach of a confidentiality undertaking or Licence Agreement.
Yes No
 - c. ever needed to defend an action threatening your ownership, rights in, or validity of, any of your granted or registered rights or ever needed to defend an application for a declaration of non-infringement of your rights?
Yes No

(If yes, please provide full details of any dispute(s), including but not limited to the parties, intellectual property or products involved, the respective dates, the territory in which the dispute occurred, the outcome and costs incurred by each party).

29. Are you aware of any litigation associated with intellectual property in the market sector in which you operate in the last five years?
Yes No

(If YES, please provide details below):

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30. Do you currently or have you ever been insured for Intellectual Property disputes?
Yes No

(If YES, please provide the following details):

- a. Name of Insurers:
- b. Limit of Indemnity (Any One Claim / Aggregate):
- c. Excess (each & every claim):
- d. Date of Expiry:
- e. Expiring Premium (Excluding Premium Tax):
- f. Number of consecutive years of insurance:

31. Have you ever had an application for this form of insurance declined by an insurer/underwriter, or had a renewal of such insurance declined or been subject to any special terms, or had such insurance cancelled or voided by the insurer/underwriters?
Yes No

(If YES, please provide details below):

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32. Do you have any other insurance which will definitely provide you with cover in respect of a claim falling within the scope of this policy (e.g. Professional Indemnity / D&O)? *(This may help to reduce your premium - if in doubt supply a copy of the relevant clause(s) from the policy wording)*

Yes No

Cover Required

33. Please identify the Sections and scope of cover required:

SECTION 1 – CONTRACTUAL OBLIGATIONS

Professional Fees & Expenses only Yes No

Professional Fees & Expenses and Damages Yes No

SECTION 2 – CONTRACTUAL DISPUTES

Professional Fees & Expenses only Yes No

Professional Fees & Expenses and Damages Yes No

SECTION 3 – FIRST PARTY DEFENCE

Professional Fees & Expenses only Yes No

Professional Fees & Expenses and Damages Yes No

SECTION 4 – FIRST PARTY PURSUIT

Professional Fees & Expenses only Yes No

SECTION 5 – INVESTIGATION COSTS

Investigation costs only Yes No

SECTION 6 – DIRECTORS’ & OFFICERS’ LIABILITY

Professional Fees & Expenses only Yes No

Professional Fees & Expenses and Damages Yes No

Please see explanatory notes contained at the back of this proposal form in respect of the nature of cover offered under each of these Sections.

34. Please identify the Limits of Indemnity required:

Each and Every Claim and in the Aggregate:

£250,000	
£500,000	
£1,000,000	
£5,000,000	
Other:	

If higher Each and Every Claim Limit desired for Damages please specify:

£500,000	
£1,000,000	
£2,000,000	
£5,000,000	
Other	

If higher Aggregate Limit desired please specify:

£500,000	
£1,000,000	
£2,000,000	
£5,000,000	
Other	

35. Please identify the Territorial Limits required:

Country of Domicile only (please specify):	
EPC only	
Worldwide excluding USA/Canada	
Worldwide	

36. Please indicate the level of Excess that you would be prepared to pay for Each and Every claim. (Please note that underwriters may impose a higher excess than that requested)

£10,000	
£25,000	
£50,000	
£100,000	
Other	

37. AFTER FULL AND DILIGENT ENQUIRY, are you (the Proposer) aware of any cause, event, circumstance (including the existence of any prior art or rights in application) which may give rise to a claim being made under this policy?

Yes No

(If YES, please provide full details on a separate sheet)

Checklist

	YES	N/A
Have You Signed and Dated the Proposal Form Below?		-----
If Applicable, Have You Enclosed a List of Declared Intellectual Property to be Insured (Question 11)?		
If Applicable, Have You Enclosed Copies of Declared Agreements to be Insured (Questions 22 & 24)?		
If Applicable, Have You Enclosed a Copy of Your 'Freedom to Operate' Report (Question 28)?		
If Applicable, Have You Provided Supporting Documentation in Respect of your Intellectual Property Risk Management (Question 30)		
If Applicable, Have You Provided Full Details of Previous Legal Action Undertaken (Question 31)?		
If Applicable, Have Your Provided a Copy of the Relevant Clauses from any Other Insurance Policy(ies) which may Cover a Claim Falling under the Scope of this Policy (Question 35)		
If Applicable, Have You Provided Full Details of Any Circumstance that May Give Rise to a Claim Under the Proposed Insurance (Question 40)?		

Declaration To Underwriters

I/We declare that, AFTER FULL ENQUIRY the contents of this proposal are true and that I/we have not misstated, omitted or suppressed any material fact or information. I/we agree that this proposal together with any other information supplied by me/us shall be considered as being incorporated into and constituting a part of any contract of insurance which may be concluded. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the conclusion of a contract of insurance, I/we undertake to inform Underwriters immediately.

Signature: _____

Position: _____

Name: _____

Date: _____

(Please Print)

Explanatory Notes To Sections Of Cover

Section 1 – Contractual Obligations Cover

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay owing to obligations in contract to indemnify or hold harmless another party.

Section 2 – Contractual Disputes

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay associated with disputes between you and another party with whom you have entered into a contractual relationship with.

Section 3 – First Party Defence

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay associated with legal action taken directly against you for actual or alleged infringement of another's intellectual property rights.

Section 4 – First Party Pursuit

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay associated with legal claims made directly by you for infringement of your intellectual property rights by a third party.

Section 5 – Investigation Costs

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay associated with investigation costs. Investigation costs are professional fees and expenses reasonably incurred by you or a representative expert, with underwriters' prior written approval, in respect of investigatory work carried out to determine whether (grounds for) a legal action exists in connection with any claim.

Section 6 – Directors' & Officers Liability

If you elect to be insured under this section you will be covered (subject to the limits of indemnity, excesses, extent of coverage etc. applicable to the final policy) for financial costs you may be required to pay associated with legal action taken against directors and officers associated with stemming from intellectual property related matters. This cover need only be purchased where it is excluded or not covered under your main Directors' & Officers policy.

PLEASE NOTE THESE EXPLANATORY NOTES ARE ONLY TO ASSIST YOU IN DECIDING WHAT LEVEL OF COVER IT IS APPROPRIATE FOR YOU TO PURCHASE. FOR THE EXACT LEGAL POSITION OF THE COVERAGE AFFORDED PLEASE ALWAYS REFER TO THE POLICY CONTRACT.

NOTICE TO THE PROPOSER

THE UNDERWRITERS

The Underwriters will be either Markel Syndicate 3000 at Lloyd's or Markel International Insurance Company Limited.

Prior to any placement being concluded, the Proposer will be advised which insurer is 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 you specifically agree otherwise with Underwriters, your proposed contract will be governed by English law.

PROCEDURE FOR QUERIES OR COMPLAINTS

If at any time you have any questions or concerns regarding this Contract or the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if any. If your problem cannot be resolved in this way, please write to the Claims Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will advise you of Markel's internal complaints handling procedure, which applies to all Underwriters in the Markel International Group comprising of Markel Syndicate 3000 at Lloyd's and Terra Nova Insurance Company Limited.

If you are insured with Markel Syndicate 3000 at Lloyd's and are unable to resolve the situation and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA. Telephone 0207 327 5693; Fax 0207 327 5225; Email Lloyds-Regulatory-Complaints@Lloyds.com .

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.

About Us

Markel International Limited is the London based subsidiary for the international operations of Markel Corporation and is one of the UK's leading specialist insurance companies. The company has developed its expertise through understanding and catering for niche markets. In each of these markets Markel aims to provide quality products and excellent customer service thereby establishing the Markel brand as a market leader.

The company operates in the UK through two commercial entities: Markel International Insurance Company Limited, its London based insurance company and Markel Syndicate 3000, its 100 per cent owned Lloyd's syndicate. In both of these business environments Markel International offers a wide range of products, with its considerable underwriting expertise organised around the following product lines: Marine & Energy, Non-Marine Property, Specialty, Professional Liability and Retail.

For more details about our products, please visit our website at www.markelintl.com