

Professional Indemnity Insurance for Miscellaneous Professions Proposal Form

Important Notice

1. This is a proposal for a contract of insurance, in which 'Proposer' or 'you / your' means the individual, company, partnership, limited liability partnership, organisation or association proposing cover.
2. This proposal must be completed in ink, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or Underwriters to enter into any contract of insurance. If space is insufficient to answer any questions fully, please attach a signed continuation sheet. You should retain a copy of the completed proposal (and of any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully to the best of your knowledge and belief. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence Underwriters' assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should consult your broker.
4. You are recommended to request a specimen copy of the proposed policy wording from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

Details

1a. Name of Business or Practice (Assured)

b. Address (including all branches)

c. Principal Tel / Fax No:

2a. Date when first established

2b. Details of any Predecessor Business or Practice providing date(s) if establishment and cessation:

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3.

Name of all Directors, Partners, Principals and Consultants (indicate latter with asterisk)	Qualifications	Year Obtained	How long position held with this Business or Practice

4. If sole Director or Principal, answer the following:

a. Is this a part time occupation? Yes No

if YES provide details of present full time occupation

b. Are your full time employers aware of these activities? Yes No

5. Is any Director, Partner, Principal or Consultant connected or associated (financially or otherwise) with any other firm, company or organisation for whom the Business or Practice does work?
 Yes No

If YES please provide full details



6. Total numbers of permanent staff (i.e. excluding Directors, Partners, Principals or Consultants)

i. Qualified – full time: _____

ii. Qualified – part time: _____

iii. All other – full time: _____

iv. All other – part time: _____

7. a. Provide a full description of all your activities

b. Do you anticipate any major changes in these activities in the forthcoming 12 months?

Yes No

If YES, please provide full details

c. Provide brief details of any Quality Control procedures and/or accreditations which are in effect:

8. a. Detail the amount of gross income/fees for the last 3 financial years, and also an estimate for the current financial year

Territory	Received and rendered during the last 12 months	Estimate for ensuing 12 months
Malaysia	RM	RM
USA / Canada	RM	RM
Rest of the World (Please specify territory)	RM	RM
Total	RM	RM

Date of your financial year end: _____

9. a. What is the total fee received in the last year from your largest client?

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

10. Provide a category breakdown of your fee income:

TYPE OF WORK (detail by category as appropriate)	% OF FEE INCOME	
	Last year	Forthcoming Year (Estimated)
i.	%	%
ii.	%	%
iii.	%	%
iv.	%	%
v.	%	%
vi.	%	%
vii.	%	%
viii.	%	%
ix.	%	%
x.	%	%
TOTAL	100%	100%

11. List the three largest projects which the Business or Practice has undertaken during the last 5 years

Project	Country	Client	Fee	Total Contract Value	Commenced	Finished

12. a. Does the Business or Practice undertake any work whatsoever where the 'end product' of such work is carried outside Malaysia, or for overseas clients? Yes No

If YES, please provide the following details

Project	Country	Client	Fee	Total Contract value	Commenced	Finished

- b. Do you work other than from your Malaysian offices? Yes No
 c. Do you accept liability other than under the jurisdiction of the Malaysian courts? Yes No

If you have answered YES to b) or c) above provide full details

13. Do you use a standard form of contract, agreement or letter of appointment? Yes No

If YES, please enclose copies

14. Is the Business or Practice involved in any process of manufacture, construction, alteration, repair, installation or sale or supply of products, other than in a pure consultancy capacity as described above? Yes No

15. a. Is any work carried out by sub-contractors? Yes No

If YES provide the following information in relation to work undertaken during the last 12 months

Name of Sub-contractor	Qualifications	Type of Work	Fees (RM)

- b. Do you require such sub-contractors to carry Professional Indemnity Insurance? Yes No

If YES for what limit?

NOTE: Underwriters retain rights of recourse against sub-contractors unless specifically agreed otherwise.

16. Is the Business Practice a member of a consortium or group practice or engaged in any single project partnership? Yes No

If YES please provide full details including names of other members/partners and their capacities in the consortium/practice

NOTE: Special arrangements must be made with Underwriters if coverage is required for work done whilst a member of a consortium. In such cases a copy of the consortium agreement will be required.

17. Is cover required for Partners Previous Business? Yes No

NOTE: This extension of cover is not available where the Previous Business was a Limited Liability Company

If YES provide the following information for each Partner/Principal for whom such cover is required for each Previous Business:

Name the Partner/Principal:

Name the Previous Business:

Dates during which he or she was a Partner/Principal:

Nature of work undertaken by Previous Business:

Reason for leaving:

Clarification as to whether there was a dissolution agreement (if so provide copy):

Clarification as to whether there was a dissolution agreement (if so provide copy):

Details of any claims made against the Previous Business or of any circumstances or incidents which may give rise to a claim:

Was the Previous Business at any time refused similar insurance or quoted increased premiums or had special terms imposed?

Is the Previous Business still in existence?

18. Can you confirm the following 'good practice'?
- a. satisfactory written reference are always obtained from former employers for the three years immediately preceding the engagement of any employee responsible for money, accounts or goods. Yes No
 - b. all cheques drawn for more than RM500 require two signatories Yes No
 - c. cash in hand and petty cash are checked independently of the employees responsible at least monthly and additionally, without warning, at least every six months. Yes No
 - d. bank statements, receipts, counterfoils and supporting documents are checked at least monthly against the cash book entries independently of the employees making the cash book entries or paying into the bank. Yes No
 - e. employees receiving cash and cheques in the course of their duties are required to pay in daily Yes No
 - f. employees are required to account for money received at least weekly Yes No

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

19. Have you previously been insured or are you currently insured? Yes No

If YES, advise:

i.. Name of Insurers: _____

ii. Indemnity Limit: RM_____

iii. Excess: RM_____

iv. Date of Expiry: _____

20. a. Have any claims (successful or otherwise) been made against you, your predecessors in business, or present or past Partners, Principals, Directors or Consultants to which this Proposal relates? Yes No

b. If YES have such matters been notified to current or previous insurers? Yes No
Provide full details:

21. Are you or any of the Partners, Directors, Principals or Consultants after having made full enquiries, including of all staff, aware of any of the following matters?

a. Any circumstances which may give rise to a claim against you, your predecessors in business or any past or present Partner, Director, Principal or employee Yes No

b. The receipt of any complaints, whether oral or in writing, regarding services performed or advice given by you Yes No

If YES, please provide full details:

22. Have you or your predecessors at any time been refused similar insurance, or quoted increased premiums or had special terms imposed? Yes No

If YES, please provide full details

23. What limit of indemnity is required? RM_____

Data Protection Act 1998 – Consent to use of information

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

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

- a. Share information about the Proposer and/or its partners, principals, directors, officers and/or employees with other organisations and public bodies including the Police;
- b. Check and/or file the Proposer's and/or its partner's, principals', directors' and/or officers' details with fraud prevention agencies and databases and if Underwriters suspect fraud, Underwrites will record this. Underwriters and other organisations may also search these agencies and databases to:
 - i. Help make decisions about the provision and administration of insurance, credit and related services for the Proposer, its partners, principals, directors and officers;
 - ii. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage the Proposer's accounts and insurance policies;
 - iii. Check identities to prevent money laundering;
- c. Undertake credit searches and additional fraud searches. Underwriters can supply on request further details of the databases that they access or contribute to.

Declaration

I the undersigned hereby confirm that I am duly authorised and do give consent to the use of information as set out in Section 25 above.

I also hereby declare that I am authorised to complete this proposal on behalf of the Proposer and that the statements and particulars in this proposal are true and complete and no material facts have been mis-stated or suppressed. I undertake to inform Underwriters of any material alteration or addition to these statements or particulars which occurs before the commencement of the period of insurance. It is hereby acknowledged and agreed that the terms conditions limitations and exclusions of the policy may be subject to alteration at any time prior to the commencement of the period of insurance should any such material alterations or additions arise.

Signing of this proposal does not bind Underwriters to offer nor the applicant to accept insurance, but it is acknowledged and agreed that this proposal (together with all documents accompanying it and any other information supplied by the Proposer or the partners, principals, directors and officers to Underwriters in connection with the policy) shall be the basis and form part of any such contract.

*Signed: _____

Name: _____

*Capacity: _____

Date: _____

*the signatory should be a director or senior officer of, or a partner in, the Proposer.

PLEASE REMEMBER TO ENCLOSE THE FOLLOWING (UNLESS PREVIOUSLY SUPPLIED TO UNDERWRITERS):

- (a) "C.V.s" for Directors, Partners, Principals, Consultants and other senior staff undertaking 'Professional' work
- (b) A copy of your standard form of contract, agreement or letter of appointment (if utilised)
- (c) Consortium Agreements (where applicable)
- (d) A copy of any brochure which may be available in relation to your activities

NOTICE TO THE PROPOSER

The Underwriters

The Underwriters will be either Markel International Insurance company Limited or Markel Syndicate 3000 at Lloyd's together with any other subscribing insurer(s). Prior to any placement being concluded, the Proposer will be advised which insurer(s) is/are to write this contract of insurance.

The Law of the Insurance Contract

The parties to this proposed insurance are free to choose the law applicable to the insurance contract. Unless specifically agreed otherwise with Underwriters, the proposed contract will be governed by English law.

Procedure for queries or complaints

Below are two complaints notices. If you are insured with Markel Syndicate 3000 at Lloyd's please follow the procedure set out in (1) below. If you are insured with Markel International Insurance Company Ltd, please follow the procedure set out in (2).

1. Markel Syndicate 3000 at Lloyd's

If at any time you have any questions or concerns regarding this Policy of the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if applicable. 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 then advise you of Markel's internal complaints handling procedure.

If you are still 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 at Lloyd's. Their address is Complaints Department, Lloyd's, One Lime Street, London, EC3M 7HA; Tel: 020 7327 5693; e-mail: Lloyds-Regulatory-complaints@Lloyds.com

Complaints that cannot be resolved by our internal complaints handling procedure or by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Services. Further details will be provided at the appropriate stage of the complaints process. These complaints procedures do not effect your right to have recourse to legal action or to any other remedy available to you.

2. Markel International Insurance Company Ltd

If at any time you have any questions or concerns regarding this Policy or the handling of a claim, you should in the first instance refer to your insurance broker or intermediary, if applicable. If your problem cannot be resolved in this way, please write to the Claimant Manager, Professional Liability Division, Markel International Limited, The Markel Building, 49 Leadenhall Street, London, EC3A 2EA. We will then advise you of Markel's internal complaints handling procedure.

Complaints that cannot be resolved by our internal complaints handling procedure 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 effect your right to have recourse to legal action or to any other remedy available to you.