

# Architects' and/or Engineers' Professional Indemnity Insurance Proposal Form

## Important Notice

This proposal must be completed in ink, signed and dated. All questions must be answered to enable a quotation to be given. If space is insufficient to answer any question 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.

The proposed policy covers the main practice and any declared subsidiary practices / companies, which are together defined as "the Practice". Therefore, answers in this proposal should include the main practice and all subsidiary practices/companies.

You are recommended to obtain a specimen copy of the proposed policy wording, which is available from Insurers on request, and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover. The proposed insurance covers only those losses that arise from claims made against the Assured during the Period of Insurance, as specified in the policy.

References in this proposal to "Claim" or "Claims" mean any claim(s) which would have been covered under the policy had it been in force and any other claims which were in fact the subject of a claim under any other policy covering professional indemnity, dishonesty of employees and/or loss of documents risks.

## 1. General Information

1.1 Name of Practice.

1.2 Address of registered office and/or principal place(s) of business *(if different)*.


1.3 Details of partners/principal/directors.

Name	Qualifications	Date Qualified	Date became Partner/Principal/Director

1.4 Is cover being sought for any subsidiary practices/companies? YES  NO   
 If so, please list on a separate sheet and provide full details including name, country of registration, address of principal place of business and ownership/relationship with the main practice.

1.5 State the date when the main practice (and any other subsidiary practices/companies requiring cover) began and (where appropriate) ceased business?

2. Business Activities and Personnel

2.1 State the total number of:

(a) Professionally qualified staff (including partners/principal or directors)

(b) Other technical staff

(c) Clerical/administrative staff

TOTAL

2.2 Please indicate which of the following services are performed directly by the Practice by showing the approximate percentage of gross fees for the past twelve months. Also indicate, on a separate sheet if necessary, services performed by sub-consultants and details of their professional indemnity cover.

Architecture	<input type="text"/> %	Landscape Architecture	<input type="text"/> %	Nuclear Engineering	<input type="text"/> %
Civil Engineering	<input type="text"/> %	Quantity Surveying	<input type="text"/> %	Mining Engineering	<input type="text"/> %
Mechanical Engineering	<input type="text"/> %	Construction Management	<input type="text"/> %	Lift Engineering	<input type="text"/> %
Electrical Engineering	<input type="text"/> %	Process Engineering	<input type="text"/> %	Machinery/Equipment Design	<input type="text"/> %
Structural Engineering	<input type="text"/> %	Chemical Engineering	<input type="text"/> %	Interior Design/Space Planning	<input type="text"/> %
Soils Engineering	<input type="text"/> %	Expert Witness	<input type="text"/> %	Building Services Engineering	<input type="text"/> %
Land Surveying	<input type="text"/> %	Marine Engineering	<input type="text"/> %	Town Planning/Urban Design	<input type="text"/> %
Planning Supervisor	<input type="text"/> %	Project Management	<input type="text"/> %	Project Co-ordination	<input type="text"/> %
Asbestos Surveying	<input type="text"/> %	Other (please specify)	<input type="text"/> %	TOTAL	<input type="text"/> %

2.3 Of fees earned for architectural and engineering work, state approximate percentage for work on feasibility studies (where no further service provided) and/or design work on aborted projects.

2.4 Describe the general nature of the work undertaken by the Practice including any areas of specialisation.

2.5 Of fees earned for Planning Supervisor role, confirm that these services are only carried out by those persons who have passed the relevant professional body's training courses. YES  NO

2.6 Please give the approximate percentages applicable to these specified projects as a percentage of the gross fees that the Practice has charged out during the past 12 months.

Flats Low Rise	<input type="text"/> %	Hospital/Healthcare	<input type="text"/> %	Bridges	<input type="text"/> %
Flats Over 4 Storeys	<input type="text"/> %	Recreation/Sports	<input type="text"/> %	Tunnels	<input type="text"/> %
Hotels/Motels	<input type="text"/> %	Libraries	<input type="text"/> %	Dams	<input type="text"/> %
Housing	<input type="text"/> %	Prisons	<input type="text"/> %	Harbours/Piers/Ports	<input type="text"/> %

Office Buildings	<input type="text"/> %	Conservation Centres	<input type="text"/> %	Landfills	<input type="text"/> %
Shopping Centre/Retail	<input type="text"/> %	Airports	<input type="text"/> %	Petro/Chemical	<input type="text"/> %
Multi Storey Car Parks	<input type="text"/> %	Water Systems	<input type="text"/> %	Nuclear/Atomic	<input type="text"/> %
Warehouses	<input type="text"/> %	Pools/Playgrounds	<input type="text"/> %	Sewerage Treatment Systems	<input type="text"/> %
Manufacturing/Industrial	<input type="text"/> %	Amusement Rides	<input type="text"/> %	Industrial Waste Treatment	<input type="text"/> %
Churches	<input type="text"/> %	Site Development	<input type="text"/> %	Schools/Colleges	<input type="text"/> %
Roads/Highways	<input type="text"/> %	Other (please specify)	<input type="text"/> %	TOTAL	<input type="text"/> %

2.7 Indicate the approximate percentage of the total fees the Practice derives from the following types of client.

Domestic	<input type="text"/> %	Developers	<input type="text"/> %	Local Authority/Govt.	<input type="text"/> %
Housing Association	<input type="text"/> %	Commercial/Industrial	<input type="text"/> %	Contractor Client	<input type="text"/> %
Other (Please specify)	<input type="text"/> %				

2.8 Do the answers provided to the questions in section 2 above adequately cater for all activities for which you are seeking cover? **N.B. You are only insured for those activities declared. YES**  **NO**

If "No", please provide full details.

2.9 Can you confirm that:

- (a) you do not anticipate any major changes in these activities in the forthcoming twelve months? YES  NO
- (b) there have not been any fundamental changes in your activities over the past five years? YES  NO
- (c) all work is undertaken to well established techniques in which new and/or original thought developments, processes or designs are not employed? YES  NO
- (d) No contract or client represents more that 50% of your work in any of your last three financial years or your current financial year? YES  NO

If "No" to any of the above, please supply full details.

### 3. Fees

3.1 State for the whole Practice fees (including fees paid to sub consultants) received for the past 5 financial years.

Year	Fees - United Kingdom	Fees - Worldwide excluding USA/Canada	Fees - USA/Canada
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£

- 3.2 Estimated gross fees for current year  £
- 3.3 Estimated gross fees for next year  £
- 3.4 Month financial year ends
- 3.5 Total value of works certified during the past year  £

#### 4. Contracts

4.1 List the 5 largest contracts where construction has started in the last 5 years.

Client	Location	Project Type	Project Value	Your Fee	Practical Completion Date

4.2 List the 3 largest contracts (where construction is) expected to commence in the next year.

Start Date	Client	Location	Project Type	Project Value	Your total Fee

4.3 Does the Practice enter into contracts where the jurisdiction or applicable law is other than that of England and Wales or Scotland? YES  NO

*(If "Yes", specify the contract, country/law concerned and the fee.)*

#### 5. Business Associations

5.1 What percentage of fees is paid to sub-consultants employed direct by the Practice?

5.2 Give details of work carried out by such sub-consultants.

5.3 Do you obtain verification that such sub-consultants carry and maintain in force professional indemnity insurance? YES  NO

5.4 Is the Practice or any partner, principal or director connected or associated (by way of shareholding, financial interest, contract of employment or otherwise) with any other company or organisation? YES  NO

*(If "Yes", please provide details.)*

5.5 Is the Practice owned or controlled by any other business entity? YES  NO

*(If "Yes", please provide details.)*

5.6 Is or has the Practice been a member of a consortium, joint venture, group practice or similar association? YES  NO

*(If "Yes", please provide details.)*

5.7 Has the practice or any partner, principal or director or any other company or organisation related to the practice ever provided services in connection with the identification, evaluation, treatment or removal of asbestos, chemicals, fungi or other hazardous materials? YES  NO

*(If "Yes", please provide details.)*

5.8 Does the practice or any partner, principal or director or any other company or organisation related to the practice intend to provide services in connection with the identification, evaluation, treatment or removal of asbestos, chemicals, fungi or other hazardous materials? YES  NO

*(If "Yes", please provide details.)*

5.9 Is the Practice or any partner, principal or director or any other company or organisation related to the Practice engaged in:

(a) Property development YES  NO

(b) Design and build contracts (other than as a consultant to a contractor or employer) YES  NO

(c) Actual construction or fabrication YES  NO

(d) The development, sale or leasing of computer software YES  NO

(e) The manufacture, sale, leasing or distribution of any product or process YES  NO

5.10 Has the Practice a quality assurance system in place? YES  NO

*(If "Yes", please provide a copy of your certificate.)*

5.11 Does the Practice always enter into written contracts in accordance with JCT Standard Forms of agreement? YES  NO

*(If "No", please provide full details.)*

## 6. Insurance Requirements

6.1 For what limit(s) of indemnity is a quotation required?

6.2 What self-insured excess is the Practice prepared to carry? (Minimum £1,000)

6.3 Is the Practice currently insured? YES  NO

*(If "Yes", please provide the following details.)*

Name of Insurers	
Indemnity Limit	
Excess	
Expiry date of present policy	
Numbers of years the Practice has been continually insured	
Retroactive date of current P.I. Policy	

6.4 Has any Insurer ever:

(a) declined a proposal or renewal for the Practice or any part of it, its partners, principals, directors or officers?

YES  NO

(b) cancelled or voided the insurance of the Practice or any part of it, its partners, principals, directors or officers?

YES  NO

(c) imposed special terms, exclusions or premiums upon the Practice or any part of it, its partners, principals, directors or officers? YES  NO

If "Yes" *(please provide full details on a separate letterhead sheet).*

7. Claims Declaration

7.1 Please provide full details of all claims involving the Practice, its predecessors in business or any of its partners, principals, directors, officers or employees in the past ten years. Please provide details of the type of allegation, the court or agency involved and any determination, judgment, claims payments (including without prejudice or ex gratia payments) and defence costs for each claim.


7.2 After enquiry are the Practice, any of its partners, principals, directors or officers aware of any circumstances, allegations or incidents which they have reason to suppose could give rise to a claim against the Practice or any of its partners, principals, directors, officers or employees?      YES  NO

**NOTE:** Any claims reported or which should have been reported under 7.1 and/or 7.2 above will be excluded from cover under the policy.

## 8. Other Material Facts

After enquiry, is the Practice, any of its partners, principals, directors or officers aware of any other material facts?

A material fact is one likely to influence assessment of this risk, the premium charged or the terms and conditions imposed by Insurers. If your proposal is a renewal, it should include any change in facts previously advised to Insurers. If you are in any doubt as to whether a fact would be considered material, you should disclose it. All the information requested in this proposal is material. Failure to disclose a material fact could prejudice your rights to recover in the event of a claim or allow Insurers to avoid the policy. Please contact your broker if you require any guidance.

## 9. Documents Required

As part of this proposal, please attach any brochure detailing the operations of the Practice.

## 10. Data Protection Act 1998 – Consent to use of information

Insurers 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 Insurer's agents providing services on their behalf.

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

- (a) share information about the Practice its partners, principals, directors and/or officers with other organisations and public bodies including the Police;
- (b) check and/or file the Practice's and/or its partners', principals' directors' and/or officers' details with fraud prevention agencies and databases, and if Insurers suspect fraud, Insurers will record this. Insurers 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 Practice, its partners, principals, directors and officers;
  - (ii) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage the Practice's accounts and insurance policies;
  - (iii) Check identities to prevent money laundering.
- (c) undertake credit searches and additional fraud searches.

Insurers can supply on request further details of the databases that they access or contribute to.

## 11. Declaration

I hereby confirm that I am duly authorised and do give consent to the use of information as set out in Section 10 above.

I hereby also declare that I am authorised to complete this proposal on behalf of the Practice 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 Insurers 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 Insurers 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 Practice or the partners, principals, directors and officers to Insurers in connection with the policy) shall be the basis and form part of any such contract.

Signed

Name

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Capacity

Date

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This proposal should be completed and signed by a partner, principal or director of the Practice on behalf of all parties seeking insurance.



## NOTICE TO THE PROPOSER

### The Insurers

The Insurers 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 Insurers, 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 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 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; Fax: 020 7327 5225; e-mail: [Lloyds-Regulatory-complaints@Lloyds.com](mailto: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 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.

#### 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 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.

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 affect your right to have recourse to legal action or to any other remedy available to you.

MARKEL SYNDICATE  
MANAGEMENT LIMITED

MARKEL SYNDICATE 3000  
AT LLOYD'S

MARKEL INTERNATIONAL  
INSURANCE COMPANY  
LIMITED

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LIMITED

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