



Surveyors and estate agents (professional combined)

Renewal 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, trust, charity, establishment or association proposing for 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 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.
3. You are recommended to request a specimen copy of the proposed policy or certificate from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

SECTION A – PROFESSIONAL INDEMNITY/GENERAL SECTION

(Mandatory) TO BE COMPLETED BY ALL ASSURED

1 Name of Proposer

2 Has your address changed within the expiring Period of Insurance?

YES NO

If YES, please state new address

3 What are your gross income / fees for your last financial year?

£

4 Please provide a percentage breakdown of such income / fees between:

UK	<input type="text"/>	%
EU	<input type="text"/>	%
USA	<input type="text"/>	%
Elsewhere	<input type="text"/>	%
TOTAL	<input type="text"/>	100%

5 Please provide a percentage breakdown of your gross income / fees against each category for your last complete financial year:

N.B. Cover is only provided for the activities declared

ACTIVITY	% OF INCOME/FEES
Quantity Surveying, Building Society Agency, Town Planning, General Practice, Residential Estate Agency, Auctioneering (ex Fine Art)	
Insurance Agency	
Mortgage Broking	
Commercial Estate Agency	
Building Surveying, Auctioneering (Fine Art)	
Property Management	
Project Co-ordination	
Architectural Design and Planning	
Project Management	
Residential Surveying and Valuing and 'small' Commercial Surveying and Valuing (individual commercial valuations not exceeding £1,000,000)	
Commercial Surveying and Valuing (individual valuations of £1,000,000 or greater)	
Asbestos Surveys	
Other (Please provide details in box provided)	
TOTAL	

Details of 'Other' work

6 Please advise how much of your total income / fees from Surveying, Valuing and Property Management is derived from property in Greater London or the South East

	%
Zero	
Less than 25%	
25% or greater	

For the purpose of this insurance, 'South East' means Kent, Sussex, Surrey, Berkshire, Buckinghamshire, Bedfordshire, Hertfordshire or Essex – Postcode areas: AL, BN, BR, CM, CO, CR, CT, DA, E, EC, EN, GU, HA, HP, IG, KT, LE, MU, MK, N, NW, RG, RH, RM, SE, SG, SL, SM, SS, SW, TN, TW, UB, W, WC, WD

7 In respect of Asbestos Surveys, please provide full details of the type of survey (type 1, type 2 etc) and the properties surveyed

8 Other than as already declared to and acknowledged by Underwriters (please see **Special Note**) can you confirm that:

- (a) within the expiring period of insurance,
 - (i) neither your identity or legal status has changed?
 - (ii) there has been no significant fluctuation in your income or change in your activities, and none are anticipated?
 - (iii) you have not acted as a self-employed contractor for one employer
and you do not anticipate any such changes within the forthcoming Period of Insurance?
- (b) all work undertaken by you is within the European Union, and subject to a court of law within such jurisdiction?
- (c) you are not represented in any way in the USA
- (d) you always require consultants or sub-contractors to carry their own Professional Indemnity Insurance for a minimum of £1,000,000 in the aggregate or £250,000 any one claim and accept that Underwriters retain rights of recourse against such consultants or sub contractors
- (e) within the expiring Period of Insurance, there have been no changes in your procedures for the checking of references of any employee responsible for money, accounts or goods, or the drawing of cheques, **and** you do not anticipate any such changes within the forthcoming Period of Insurance?

YES NO

If NO, please provide full details

9 Other than as already declared to and acknowledged by Underwriters (please see **Special Note**) can you confirm that:

- (a) in respect of Insurance Agency work, neither your authority to issue insurance cover notes or certificates, nor the insurers or underwriters on whose behalf you issue such cover notes or certificates have changed?
- (b) in respect of Property Management work, the profile (e.g. type, size) of the portfolios managed has not changed and you do not manage any portfolios where the total value exceeds £25,000,000?
- (c) in respect of Project Co-ordination work, the maximum building/contract value did not exceed £2,000,000?
- (d) in respect of Architectural Design and Planning work, the maximum building/contract value did not exceed £500,000?
- (e) in respect of Project Management work, the maximum building/contract value did not exceed £1,000,000?
- (f) in respect of Residential Surveying and Valuation work
 - (i) all lending institutions for which such work was undertaken were either UK clearing banks or building societies
 - (ii) you did not encounter any problems with such banks or building societies

- (iii) neither the type or size of property involved has changed and you have not surveyed any property where the maximum valuation exceeded £1,000,000
- (iv) the average valuation has not exceeded £500,000
- (g) in respect of Commercial Surveying and Valuation work
 - (i) all lending institutions for which such work was undertaken were either UK clearing banks or building societies
 - (ii) you did not encounter any problems with such banks or building societies
 - (iii) neither the type or size of property involved has changed and you have not surveyed any property where the maximum valuation exceeded £2,000,000
 - (iv) the average valuation has not exceeded £1,000,000

YES NO

If NO, please provide full details

SECTION B – DIRECTORS AND OFFICERS LIABILITY SECTION

ONLY COMPLETE IF THE DIRECTORS AND OFFICERS LIABILITY SECTION IS OPERATIVE

N.B Cover is only available for a company which is either a Limited Liability Company or a Limited Liability Partnership and has no USA domestic operations. Cover is **not** provided in respect of 'outside board' appointments.

10 Other than as already declared to and acknowledged by Underwriters (please see **Special Note**) can you confirm that

- (a) no more than 25% of turnover is generated from the USA?
- (b) within the expiring Period of Insurance no shareholder has acquired more than 20% of the Company's shares
- (c) the Company does not have any subsidiaries and/or assets in the USA?
- (d) within the expiring Period of Insurance the Company has not been subject to a management buy-in (MBI) or buy-out (MBO) and you do not anticipate any such MBI's or MBO's within the forthcoming Period of Insurance?
- (e) there are no plans to trade the Company's shares within the forthcoming Period of Insurance?
- (f) the Company has not made a pre-tax loss and has not had a negative net worth (share capital plus reserves) in any of its last two complete financial years nor is a pre-tax loss or negative net worth anticipated in its current financial year?
- (g) the Company and it's subsidiaries are solvent and able to meet their financial obligations as they fall due (including pensions and benefit obligations)?
- (h) within the expiring Period of Insurance the Company has neither merged with or been taken over by any other company nor has the Company acquired or disposed of any companies and you do not anticipate any such mergers, take over, acquisitions or disposals within the forthcoming Period of Insurance?

YES NO

If NO, please provide full details

(*for the purpose of this proposal, 'Financial Institution' is meant in its broadest sense, i.e. bank, insurance company, venture capital company, building society, investment trusts etc.)

SECTION C – ENTITY DEFENCE

11 Is Entity Defence cover required?

YES NO

SECTION D – EMPLOYMENT LAW PROTECTION

ONLY COMPLETE IF THE EMPLOYMENT LAW PROTECTION SECTION IS OPERATIVE

N.B. Cover is not available in Northern Ireland

12 What are you total number of

Full Time Employees

Part Time Employees

Seasonal Employees

Total

N.B. Employees include anyone under a contract of employment, including Directors and Officers

13 **Other than as already declared to and acknowledged by Underwriters** (please see **Special Note**)

can you confirm that

- (a) all your employees are employed in England, Wales or Scotland?
- (b) you and your subsidiaries are solvent and able to meet all financial obligations as they fall due (including pensions and benefit obligations)?
- (c) if your total number of employees exceed 100, you have your own Human Resources (HR) department staffed by qualified employment solicitors or employees qualified to Certificate in Personnel Practice level or higher*, or that you use external consultants qualified to a comparable standard?
- (d) within the expiring Period of Insurance, there have been no changes
 - (i) to your procedures relating to contracts of employment
 - (ii) to your instructions and procedures in the implementation of personnel policies and procedures
 - (iii) in the implementation of ACAS guidelines and recommendations
 - (iv) to your redundancy procedures, and that they comply with all statutory requirements and follow ACAS guidelines and good practice**and** you do not anticipate any such changes within the forthcoming Period of Insurance?
- (e) there are no plans to revise any existing employee benefits during the next twelve months (e.g. Pensions etc)?
- (f) there have been no fundamental changes in the number of employees employed during the last year and none are anticipated?
- (g) the number of employees who have either taken early retirement, resigned or had their employment terminated (with or without cause) has not exceeded 20% of the total workforce over the last 2 years?
- (h) there has been no adverse reaction to any previous redundancies?
- (i) within the expiring Period of Insurance you have not merged with or been taken over by any other company nor have you acquired or disposed of any companies?

YES NO

If NO, please provide full details

*N.B. As issued by the Chartered Institute of Personnel and Development

SECTION E - CONFIRMATION OF NO CLAIMS OR CIRCUMSTANCES AND DECLARATION

TO BE COMPLETED BY ALL ASSURED

14 Can you confirm that

- (a) no person insured or proposing for insurance has been convicted, or charged but not yet tried, of any criminal offence other than a motoring offence
- (b) no claims, prosecutions, proceedings or investigations (successful or otherwise) have been made or instigated against the Proposer and/or any person insured or proposing for insurance to which this proposal relates
- (c) neither the Proposer or any person proposing for insurance is aware, AFTER ENQUIRY, of any circumstance or incident which they have reason to suppose might afford grounds for any future claim such as would fall within the scope of the expiring insurance or the proposed insurance which has not already been advised to Underwriters?

YES NO

If NO, please provide full details

DECLARATION

Important information concerning your duty to make a fair presentation of risk

Please carefully read the following before you sign and date the declaration.

Before the insurance policy takes effect you have a duty to make a fair presentation of the risks to be insured.

A *fair presentation of the risk* is one

- which discloses to us every material circumstance which you know of or ought to know of, or
- gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
- which makes that disclosure in a manner which is reasonably clear and accessible to us, and
- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A *material circumstance* is one that would influence our decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

Failure to make a fair presentation of risk could prejudice, reduce or modify your rights under the policy.

15. I declare that

- I am authorised to complete this proposal on behalf of the Proposer
- every statement and particular within this proposal form
 - which is a statement of fact, is substantially correct, and
 - which is a matter of expectation or belief, is made in good faith

If any such facts, expectations and/or beliefs materially change before the insurance policy takes effect I will undertake to provide details of all such changes to you in order to comply with my obligation to provide a fair presentation of the risk to be insured under the insurance policy.

*Signed

Name

*Capacity

Date

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

Special Note

Renewal Terms offered by Underwriters will be based upon answers given to the questions in this Renewal Proposal Form

If you have **any** doubts as to what has previously been advised to and agreed with Underwriters you should discuss this with your broker/intermediary and/or complete a full Proposal Form.

If you are unable to confirm **any** part of the questions 8,9,10 or 13 you should provide full details in the relevant space provided or complete a full Proposal Form.

EASY PAYMENT PLAN

Markel (UK) Limited has negotiated a highly competitive 10 month premium finance plan with a premium finance company for the exclusive use of its Assured's.

To take advantage of these facilities please tick the box below enabling the finance company to dispatch a pre-prepared agreement directly to you for completion and return. Your Certificate of Insurance will be endorsed accordingly.

The level of charge, applied to the total premium (IPT), will be confirmed on the agreement. Contact your broker or ourselves for a note of the current charge.

I WISH TO TAKE ADVANTAGE OF THE 10 MONTH EASY PAYMENT PLAN (TICK AS APPROPRIATE)

NOTICE TO THE PROPOSER

THE UNDERWRITERS

Markel (UK) Limited underwrites business on behalf of Markel International Insurance Company Ltd.

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.

Markel (UK) Limited

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Markel (UK) Limited is an Appointed Representative of Markel International Insurance Company Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.