



Design and build (professional liability)

Renewal proposal form

Important notice

1. This is a proposal for the renewal of your contract of insurance, in which 'Assured', 'Proposer' or 'you/your' means the individual, company, partnership, trust, charity, establishment or association named in the expiring Certificate of Insurance as the 'Practice'.
2. The Renewal Proposal Form must be completed in ink, signed and dated. All questions must be answered to enable us to confirm renewal terms but completion does not bind you or Underwriters to enter into any renewal of a 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 Renewal Proposal Form (and of any other supporting information) for future reference.
3. You are recommended to request a specimen copy of the Policy or Certificate from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover and any proposed amendments. The insurance covers only those losses which arise from certain events discovered or claims made against you during the Period of Insurance, as specified in the Policy or Certificate.

N.B.

1. Copies of previously submitted Proposal/Renewal Proposal forms are available via your insurance broker/intermediary.

SECTION A – GENERAL BACKGROUND AND ACTIVITIES

(Mandatory) TO BE COMPLETED BY ALL ASSURED

1 Name of Policyholder

2 Has your address changed within the expiring period?

YES NO

If YES please state new address (including post code)

£

What is your gross turnover for your last financial year?

Please note we do not provide cover for any registered offices, subsidiaries or employees within the European Union (excluding the United Kingdom of Great Britain and Northern Ireland and its territories).

Please confirm whether this is sufficient for your requirements YES NO

If NO please provide full details:

3

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

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

Type of Work	UK	EU	USA	ELSEWHERE
(i) turnover where you undertake design and construction from your own design and provide full technical supervision				
(ii) turnover (fees) where you provide design and technical services but do not undertake any construction work yourself				
(iii) turnover where you construct from designs provided by others on your behalf (e.g.				

- architects) whom you have employed, but where you provide your own technical supervision
- (iv) turnover where you construct from designs provided and technical supervision undertaken by others on your behalf (e.g. architects etc.) whom you have employed
- (v) turnover where you construct from designs supplied by your Principal/Employer or the Principal/Employer's architect
- (vi) other turnover *(please answer question 4.1 if you enter any amount under this category)*

100%			

TOTAL

4.1 Only answer the following question if you have declared an amount under (v) above

Have such 'other' activities changed (or is it anticipated that they may change) from those already declared to and acknowledged by Underwriters (please see **Special Note**)

YES NO

If YES please provide full details

5

Please select which of the following activities apply to your business and provide a percentage breakdown of the gross income / fees / turnover against each category for your last financial year

Cover is only provided for those activities declared.

				%
a	Architectural/Building			██████
	○	Domestic Buildings		██████
	○	Low Rise*		██████
	○	Low Rise*		██████
	○	Commercial, retail, warehouse, industrial and public buildings/works		██████
	○	Low Rise*		██████
	○	Low Rise*		██████
b	Chemical/Petrochemical			██████
c	Civil & Structural			██████
	○	Bridges/Tunnels/Dams/Mines		██████
	○	Buildings and Structures		██████

	○	Low Rise*	████
	○	High Rise*	████
	○	Foundations/Underpinnings/Soil Engineering	████
	○	Domestic Buildings	████
	○	Low Rise*	████
	○	High Rise*	████
	○	Commercial, retail, warehouse, Industrial and public buildings/works	████
	○	Low Rise*	████
	○	High Rise*	████
	○	Harbours & Jetties	████
	○	Highways, roads and groundworks	████
	○	Water/sewerage schemes	████
d	Environmental Consultants		████
e	Feasibility Studies		████

f	Glazing/Curtain Walling		████
	○	Domestic Buildings	████
	○	Commercial, retail, Industrial and public buildings	████
g	Heating and Ventilation/electrical/Heating		████
	○	Domestic Buildings	████
	○	Commercial, retail, Industrial and public buildings	████
h	Interior Design / Alterations / Refurbishment / Shop Fitting / Acoustics		████
	○	Non Structural	████
	○	Domestic Building	████
	○	Commercial, retail, Industrial and public buildings	████
	○	Structural	████
	○	Domestic Building	████
	○	Commercial, retail, Industrial and public buildings	████
I	Land Surveyors		████
	○	No setting out	████
	○	Setting out	████
j	Landscape Architects/Planners		████
k	Machinery / plant / process engineering		████
	○	Power transmission/switchgear	████
	○	Process engineering/machinery	████
	○	Bulk handling	████
	○	Other	████
l	Mechanical/Refrigeration		████
	○	Domestic Buildings	████
	○	Commercial, retail, industrial and public building	████
m	Pipe-work/tanks/vessels, silos and assorted fabrication work		████
n	Project management/surveying		████

o	Quantity surveying/planning supervisor/CDM/draughtsmen	████
p	Railways	████
q	Roofing/cladding/flooring	████
	o Domestic buildings	████
	o Commercial, retails, industrial and public buildings	████
r	Town planning	████
s	Other (please answer question 51 if you enter any amount under this category)	████
TOTAL		100%

N.B. 'Low Rise' = 5 storeys in height or less. 'High Rise' = over 5 storeys in height

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

5.1 **Only answer the following question if you have declared an amount under (I) above.**

Have such 'other' activities changed (or is it anticipated that they may or will change) from those already declared to and acknowledged by Underwriters (please see **Special Note**)?

YES NO

If YES please provide full details:

6

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

- (a) You do not undertake work where the total contract value exceeds £10,000,000
- (b) 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
- (c) within the expiring period of insurance
 - (i) neither your identity or legal status has changed
 - (ii) there have been no significant fluctuation in your income **or** change in your activities
 - (iii) you do not anticipate any such changes within the forthcoming Period of Insurance**and** you do not anticipate any such changes within the forthcoming Period of Insurance?
- (d) the current jurisdiction of the Certificate is adequate for your purposes
- (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

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.

7 **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 or MBO 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 its 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 overs, acquisitions or disposals within the forthcoming Period of Insurance?

*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.

YES NO

If NO please provide full details

SECTION C – ENTITY DEFENCE

8 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

9 What are your 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.

10 **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 the 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 – DECLARATION (Mandatory)

TO BE COMPLETED BY ALL ASSUREDS

- 11 Can you confirm that
 - (i) no director, manager, partner or trustee of yours or any person insured or proposing for insurance
 - (a) has been convicted, or charged but not yet tried, of any criminal offence other than a motoring offence
 - (b) been declared bankrupt, gone into insolvent liquidation, or been the subject of receivership or an administration order
 - (ii) 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
 - (iii) 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 personal information

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

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address [and may include more sensitive details such as information about their health and criminal convictions].

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Markel privacy notice, a copy of which is available online at <http://www.markelinternational.com/foot/privacy-policy/> or on request.

Information notices

To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this short form information notice on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

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.

11. 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*

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 (including IPT), will be confirmed on the agreement. Contact your broker or ourselves for a note of 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 Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.