

professional indemnity insurance proposal for consulting engineers

Please answer all questions leaving no blank spaces. Please complete the form in ink.
If you have insufficient space to complete any of your answers please use your headed paper.

Important – All questions must be answered

1 Full title of Company/Firm and subsidiary Firms and former Companies/Firms for whom cover is required under this policy

2 (a) Date of commencement of current Company/Firm (b) Date of commencement and cessation of former Companies/Firms

(c) Reason for cessation of former Companies/Firms

3 Profession/Business (please attach brochure(s) if available)

4 (a) Principal Address
(b) All other Addresses (by Town only)

5 Please advise the following (including details of sole practitioner)

(a) Names of Partners/Directors (b) Consultants (under a contract for service with the Proposer/Insured)	Period of time as a Partner/Director/Consultant	Age	Qualifications	Date Qualified
(a)				
(b)				

If any Partner or Director or Consultant is unqualified please provide a curriculum vitae outlining all relevant professional experience.

6 Staff details (excluding Partners/Directors)

State total number of staff

(a) Professionally qualified

(b) Draughtsman/Assistants

(c) All Others

7 Is cover required for Partner or Director in respect of his/her liability arising from any previous business?

Insert YES or NO

If 'YES' please advise

For which Partners	Title of previous Business	Date Partner left Business	Limit of Indemnity required if less than that stated in Q.22

(You may also be required to complete a supplementary questionnaire in respect of this extension)

10 Does the Company/Firm engage in any of the following types of work?

Insert YES or NO

If 'YES' please insert approximate percentage of GROSS FEES derived from such work during the last 12 months

(a) Bridges/Flyovers/Tunnels/Dams/Mines

 %

(b) Harbours/Jetties/Sea Defences

 %

(c) Airports

 %

(d) Bulk Handling Equipment/Hoppers/Silos/Mechanical Plant

 %

(e) Chemicals/Petro Chemicals/Oil Refineries

 %

(f) Nuclear/Atomic Projects

 %

(g) Sewerage/Water Schemes

 %

(h) Industrial Waste Treatment

 %

11 (a) State the five largest Contracts where construction has commenced during the past five years

Starting Date and approximate Completion Date	Description of Contract and Location (Hotel, Factory etc.)	Total contract value	Company/Firm(s) contract value	State Professional Services provided
1 to				
2 to				
3 to				
4 to				
5 to				

(b) Please give details of Contracts where construction is expected to commence in the next 12 months

Starting Date and approximate Completion Date	Description of Contract and Location (Hotel, Factory etc.)	Total contract value	Company/Firm(s) contract value	State Professional Services provided
1 to				
2 to				
3 to				
4 to				
5 to				

(c) Proportion of work where Company/Firm both design and undertake limited or full supervision

(d) Are all independent sub-consultants engaged by the Company/Firm required to have and maintain Professional Indemnity Insurance adequate to cover the liabilities connected with their Professional duties?

Insert YES or NO

12 Does the Company/Firm plan any radical change in the type of work sought or changes in well established techniques in the next 12 months?

Insert YES or NO

If 'YES' give details

13 Does the Company/Firm or any Partner/Director act on behalf of or undertake work for any firm, company or organisation in which the Company/Firm or any Partner/Director has a financial interest? Insert YES or NO

If 'YES' give details and the fees earned from such work

14 Does the Company/Firm or any Partner/Director have any association with or financial interest in any other firm, company or organisation (other than as shareholders/stockholders in a publicly quoted company)? Insert YES or NO

If 'YES' give full details of the nature of the association together with the name and **business** of the Third Party

15 Does the Company/Firm, or any Company/Firm mentioned in Question 13 and/or 14 undertake any contract which involves?

(i) manufacture, construction, erection or installation?

Insert YES or NO

(ii) supply of materials, plant, goods or equipment?

Insert YES or NO

If 'YES' to either (i) or (ii) give full details

16 Is the Company/Firm, or any Partner/Director a member of a consortium or joint venture? Insert YES or NO

If 'YES' give the names of other members/partners and their capacities in the consortium/joint venture

NB Special arrangements must be made with the Corporation if coverage is required for work done whilst a member of a consortium or joint venture. **In such cases a copy of the consortium/joint venture agreement will be required.**

17 (i) Does the Company/Firm always obtain satisfactory written references direct from former employers for the three years immediately preceding the engagement of any Employee, Director, Partner or Principal responsible for money accounts or goods? Insert YES or NO

(ii) Has the Company/Firm suffered any loss during the past five years through fraud or dishonesty of any Employee, Director, Partner or Principal?

Insert YES or NO

If 'YES' state date, circumstances, amount and steps taken to prevent recurrence

(iii) Do all cheques drawn for more than £25,000 require two signatures?

Insert YES or NO

(iv) Is cash in hand and petty cash checked independently of the employees responsible?

Insert YES or NO

(a) at least monthly?

Insert YES or NO

(b) additionally, without warning, at least every six months?

Insert YES or NO

(v) Are bank statements, receipts, counterfoils and supporting documents checked at least monthly against the cash book entries independently of the employees making cash book entries or paying into the bank?

Insert YES or NO

18 Have any claims in respect of liabilities to be covered by the proposed insurance (successful or otherwise) been made against the Company/Firm or its present and/or past Partners/Directors?

Insert YES or NO

If 'YES' give full details, including amounts involved?

Have all claims been notified to Insurers?

Insert YES or NO

Please provide details of what measures have been taken to prevent a recurrence of the situation which gave rise to each claim

19 Are any of the Partners/Directors **after having made full enquiries** aware of any CIRCUMSTANCES which may give rise to a claim against the Company/Firm or their predecessors in business or any of the present or former Partners/Directors?

Insert YES or NO

If 'YES' give details

20 Are you presently insured?

Insert YES or NO

Name of Insurer	Indemnity Limit	Excess	Renewal Date	How long continuously insured?

21 Has any application for this type of Insurance made by you or your predecessors in business ever:

(a) been declined?

Insert YES or NO

(b) been subject to an increased premium?

Insert YES or NO

(c) been subject to special conditions?

Insert YES or NO

(d) been terminated by an Insurer?

Insert YES or NO

If the answer to any of the above is 'YES' please explain why

22 (a) Indicate type of Indemnity required

(i) Any one claim and in total in the Period of Insurance

(b) Limit of Indemnity required

£250,000

£500,000

£750,000

£1,000,000

other

Specify amount

or
(ii) Each and every claim and unlimited in the Period of Insurance

23 What is the amount of the excess which your Company/Firm would be prepared to carry in respect of each claim? (A minimum excess will be applied)

£

24 Do you wish to pay your premium by instalments?

Insert YES or NO

If you have answered 'YES' and an application form is not enclosed, you can obtain one from your Insurance Adviser or local Norwich Union Office.

25 Give any other information which you consider relevant to this proposal

The Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data you supply is Norwich Union Insurance Limited.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Credit Searches and Accounting

In assessing your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about you and your payment record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by the insurer, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application you will signify your consent to such information being processed by the insurer or its agents.

Marketing

Aviva group and its agents may use your information to keep you informed by post, telephone, e-mail or other means about products and services which may be of interest to you. Your information may also be disclosed and used for these purposes after your policy has lapsed. If you do not wish your information to be used for these purposes please write to Norwich Union, FREEPOST, Mailing Exclusion Team, PO Box 6412, Derby DE1 1SB.

For our joint protection telephone calls may be recorded and/or monitored.

Terrorism

Please note the policy excludes and/or limits cover in respect of the consequences of Terrorism. Full details of these restrictions and exclusions are freely available on request from your insurance adviser or intermediary.

DECLARATION

I/We understand the contents of this completed application and I/we declare that the information given is, to the best of my/our knowledge and belief correct and complete. I/We agree that the statements in this application shall form the basis of the contract between the insurer and myself/ourselves and if the risk is accepted I/we undertake to pay the premium when called upon to do so. I/We understand that my/our information may also be disclosed to the General Insurance Standards Council and other regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

Signature
(Partner or Director)

Date / /

on behalf of *

*Insert name of Company/Firm

(The completion and signature of this proposal does not bind the Company/Firm or the Corporation to complete a Contract of Insurance. A copy of this proposal should be retained by you for your own records.)

Material Facts

All material facts must be disclosed. Failure to do so could invalidate the policy. A material fact is one which is likely to influence an insurer in the acceptance and assessment of this application. If you are in any doubt as to whether a fact is material then it should be disclosed to the insurer. If any changes in circumstances arising during the period of insurance cover please provide your insurer with details.

A specimen copy of the policy wording is available on request. We recommend you keep a record (including copies of letters) of all information provided to the insurer for your future reference. A copy of the completed application form will be supplied on request within a period of three months after its completion.

Complaints Procedure

Norwich Union is a member of the Financial Ombudsman Service scheme for complaints from private policyholders, certain small businesses, charities and trusts. Should you have a complaint, please initially notify your insurance adviser or usual Norwich Union point of contact. Full details of our complaints procedure will be set out in your policy booklet, or are available from your usual Norwich Union contact.

The complaints procedure does not affect your right to take legal action.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- 1 The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2 In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales will apply.