



# Professional Indemnity Insurance

## *For Members of the Association of Costs Lawyers*

Administered by Kerry London Ltd and underwritten by Royal & Sun Alliance Insurance plc

<b>PROPOSAL</b>
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Please ensure that **all** relevant sections of the proposal are completed

1. Name under which business/practice is conducted

2. Addresses of all offices Postcode Telephone No.

3. Type of business/practice  
Give full details of activities undertaken and of any intended change in these

4. Date commenced

5. Give details below of  
**a. partners/directors** (including details if sole principal) and  
**b. consultants** under a contract of service with the Proposer

Full Name	Age	Qualifications	Date qualified	Number of years in this capacity in the aforementioned business/practice
<b>a.</b>				
<b>b.</b>				

6. Give details below of previous business experience or attach C.V.

Name of partner/director	Period engaged in previous occupation	Name of firm/company	Profession or business	Position held

7. State number of other permanent staff

**a. qualified**

**b. all other**

i. full-time  ii. part-time  i. full-time  ii. part-time

8. Limit of Indemnity required under **this** insurance

£100,000  £250,000  £500,000  £1,000,000  Other £

9. An Insured's Contribution will apply to your policy. Does the Proposer wish to contribute a higher amount towards each and every claim? Yes  No

If 'Yes', tick amount required: £1,000  £2,500  £5,000  £10,000  Other £

10. Is the business/practice represented in any way in the USA or its territories and Possessions, or Canada Yes  No

If 'Yes' state how (e.g. by subsidiary company, local office, local representative or by any other person or concern holding a power of attorney on behalf of the business/practice)

11 a. Does the business/practice or any partner/director act on behalf of, or undertake work for any firm, company or organisation in which the business/practice/or any partner/director has a financial interest? Yes  No

b. Does any partner/director perform an executive role or hold a position whereby he or she is able to make a major policy decision on behalf of such firm, company or organisation? Yes  No

If 'Yes', in either case, give details (by separate note, if preferred)

c. Is such other company, firm or organisation associated with any process of manufacture, construction or erection or any form of contracting or supply? Yes  No

d. Will any Partner/Director or Employee sign off their own bills? Yes  No

12. State gross fees (including those paid to subcontractors) payable by clients for work undertaken

	Last year	Previous Year	Forthcoming year (estimated) for new and existing practices
a. in the UK (excluding c. and e. below)	£	£	£
b. in the USA, its territories and possessions and Canada	£	£	£
c. in the UK and elsewhere (excluding USA and Canada) for clients domiciled in the USA its territories and possessions or Canada, including work for USA companies, subsidiaries of USA companies or USA subsidiaries of companies based elsewhere	£	£	£
d. elsewhere* (excluding USA and Canada)	£	£	£
e. in the UK for clients domiciled elsewhere* (excluding USA and Canada)	£	£	£
<b>Total of a. b. c. d and e. above</b>	£	£	£

\*state countries and amounts involved

13.		Last year	Previous Year	Forthcoming year (estimated) for new and existing practices
	a. State gross fees paid to sub-contractors	£	£	£
	b. State largest fee earned from any client	£	£	£

14. Has the Proposer any existing Professional Indemnity insurance in force? Yes  No

If 'Yes',

a. Name of Insurer  b. renewal date

15. a. Has any claim been made against the Proposer or any predecessors in business or any partner, director, consultant or employee for neglect, error or omission in relation to professional duties? Yes  No

b. Has the Proposer or any predecessors in business or any partner, director, consultant or employee incurred any other loss or expense which might be within the terms of cover? Yes  No

If 'Yes', in either case, give details below or attach a separate note if preferred

Date of claim or loss	Brief details of each claim or loss	Cost (if any) of claim paid or loss incurred	Estimated outstanding cost

c. What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

16. Is any partner, principal, director, consultant or employee, **after enquiry**, aware of any circumstances which might  
a. give rise to a claim against the Proposer or any predecessors in business or any of the present or former partners or principals? Yes  No

b. result in the Proposer or any predecessors in business or any of the present or former partners or principals incurring any losses or expenses which might be within the terms of this cover? Yes  No

c. otherwise affect the Company's consideration of this insurance? Yes  No

If 'Yes', give details including maximum potential cost (by separate note if preferred)

17. Do you wish to pay your premium by monthly instalments? Yes  No

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## DECLARATION

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Please read the following carefully before you sign and date the Declaration

- The questions on this proposal form and any other details we specifically request relate to facts which we consider material to underwriting this insurance. However, because no list of questions can be exhaustive please consider whether there is any other material information which is known to you which could influence our assessment and acceptance of the risk. FAILURE TO DISCLOSE ALL MATERIAL FACTS WHETHER OR NOT THE SUBJECT OF A SPECIFIC QUESTION MAY INVALIDATE YOUR INSURANCE.
  
- We recommend that you should keep a record, including copies of letters and this proposal form, of all information supplied to us for the purpose of entering into this insurance.
  
- Please tick if you would like a copy of this proposal sent to you                    [     ]

### DECLARATION

Before signing the Declaration please check your answers carefully particularly if this proposal form is not completed in your own hand.

- I/We declare that to the best of my/our knowledge and belief the answers given are true and complete
- I/We agree that if any answers have been completed by any other person, such person shall for that purpose be regarded as my/our agent and acting on my/our behalf, and not the agent of Royal and Sun Alliance Insurance plc
- I/We declare that this Proposal Form is for the insurance in the normal terms and conditions of the Insurer's policy.
- I/We agree that the information provided on this Proposal Form and any information supplied by me/us shall be incorporated in and form part of the insurance contract.

Signature of Proposer(s)

Date of signing

Title of Signatory

Signing this Proposal Form does not bind the Proposer or the Insurer to complete this Insurance.

All personal information supplied by you will be treated in confidence by Kerry London Ltd and the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

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## NOTICE TO PROPOSERS/POLICYHOLDERS

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### **Law Applicable to the Contract**

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

### **Complaints Procedure**

We aim to provide you with a first class service. If we have not delivered the service that you would expect or you are concerned with the service provided, we would like the opportunity to put things right.

Initially please raise your concern

with: Kerry London Ltd

2<sup>nd</sup> Floor

John Stow House

18 Bevis Marks

London

EC3A 7JB

Tel: 0207 623 4957 Fax: 0207 623 4958

If your complaint is against Royal & Sun Alliance Insurance plc alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint with the involvement of Royal & Sun Alliance Insurance plc or there is any query relating to the complaint. The complaints procedure of Royal & Sun Alliance Insurance plc will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by Royal & Sun Alliance Insurance plc, you can then progress your complaint to Royal & Sun Alliance Insurance plc Customer Relations Office who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision.

Customer Relations Office

Royal & Sun Alliance Insurance plc

Bowling Mill

Dean Clough Industrial Park

Halifax HX3 5WA.

Telephone: 0800 1076160 Fax : 01422 325146

Email: [halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

### **Timescales**

We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

### **What to do if you are still not satisfied**

If you are still not satisfied Kerry London Ltd and Royal & Sun Alliance Insurance plc are regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them. However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman

Service South Quay Plaza

183 Marsh Wall

London E14 9SR

Tel: 0845 0801800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Your rights**

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

Royal & Sun Alliance Insurance plc (No. 93792)

Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12