Professional Indemnity Insurance for Architects & Engineers **Proposal Form**

Important Notice

- This is a proposal for a contract of insurance. You have a legal duty to provide a fair presentation of the risk. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim.
- 2. This proposal must be completed signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or insurers to enter into any contract of insurance. If space is insufficient to answer any questions 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 wording from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

Section A: General Information

- 1. (a) Name of company or entity (insured)
 - (b) Address of registered or principal office

- (c) Website address
- (d) Date of establishment
- (e) Please provide details of directors, partners or principals of the business

Name	How long director/partner/ principal?	Relevant qualifications and year of qualification



- 2. What is the total number of:
 - (a) Professionally qualified staff and principals
 - (b) Other technical staff
 - (c) Clerical administrative staff
 - (d) Total
- 3. Please provide details of offices or subsidiaries that are to be covered by this insurance:

Name	Country of registration	Ownership relationship with the main practice

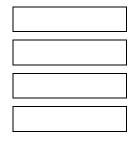
Section B: Business Activities

1. Please detail the business's gross turnover / fees for the last 3 financial years and an estimate for the next financial year emanating from the following territories:

Year	UK	USA	Rest of world	Total
Estimate for next year				

2. Please indicate which of the following services are by the practice by showing the approximate percentage of gross fees for the past twelve months:

		% of Turnover / fees	
Type of work	UK	USA	Elsewhere
Architecture			
Asbestos surveying			
Building services engineering			
Chemical engineering			
Civil engineering			
Construction management			
Electrical engineering			
Mechanical engineering			



Mining engineering		
Nuclear engineering		
Planning supervisor		
Process engineering		
Project coordination		
Expert witness		
Interior design/space planning		
Land surveying		
Landscape architecture		
Lift engineering		
Machinery/equipment design		
Marine engineering		
Project management		
Quantity surveying		
Soils engineering		
Structural engineering		
Town planning/urban design		
Other work (please provide details)		
Total		

4.	What approximate	percentage of fees	emanate from	aborted work?
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Yes 🗌	No 🗌

5.	Has your business work split materially changed over the past 3 years?
	If YES, please provide details:

6.	Do you anticipate any material changes to your business activities in the coming year?	Yes 🗌	No 🗌
	If YES, please provide details:		

(a)	wnat	percentage of fees is paid to sub-consultants employed directly by the business?		%
	(i)	Give details of work carried out by such sub-consultants	L	
(b)	Do yo	ou obtain verification that such sub-consultants carry and maintain in force		
		ssional indemnity insurance?	Yes 🗌	No
(C)	Do yo	ou analyse the financial stability of each sub-consultant?	Yes 🗌	No 🗌
1 - 44	la !			
		ess or any partner, principal, or director connected or associated hareholding, financial interest, contract of employment or otherwise)		
		er company or organisation?	Yes 🗌	No 🗌
with	any oth	er company or organisation?	Yes 🗌	No 🗌
with	any oth		Yes 🗌	No 🗌
with	any oth	er company or organisation?	Yes 🗌	No 🗌
with	any oth	er company or organisation?	Yes 🗌	No 🗌
with	any oth	er company or organisation?	Yes 🗌	No 🗌
with If YI	any oth	er company or organisation?	Yes 🗌	No 🗌
with If YI	any oth ES, pleas	ther company or organisation? Se provide details ce owned or controlled by any other business entity?		
with If YI	any oth ES, pleas	er company or organisation?		
with If YI	any oth ES, pleas	ther company or organisation? Se provide details ce owned or controlled by any other business entity?		
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with If YI Is th If YI	any oth ES, pleas ne practic ES, pleas	ther company or organisation? Se provide details ce owned or controlled by any other business entity?		
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Section C: Risk Management

1. List the five largest contracts undertaken during the last 5 years

Client	Industry	Scope of services	Contract value	Fee	Start date	End date

2. List three typical contracts undertaken during the last 3 years

Client	Industry	Scope of services	Contract value	Fee	Start date	End date

3.	Does the business always enter into standard written contracts (own or market recognised)?	Yes 🗌 No 🗌
	If NO, please provide details:	

Are a	Il contracts reviewed by a qualified lawyer?	Yes 🗌	ſ
Do yo	ou always ensure there is a signed contract in place prior to starting work?	Yes 🗌	ſ
Do al	I contracts clearly define the scope of services provided?	Yes 🗌	Ν
Are c	hanges to the scope of work always written into contract?	Yes 🗌	Ν
Do yo	bu have a contract approval process?	Yes 🗌	Ν
Do yo	bu have a peer review process?	Yes 🗌	Ν
Can y	you confirm the following "goodpractice"?		
(a)	Satisfactory written references are always obtained from former employers for the three years immediately preceding the engagement of any employee responsible for money, accounts or goods?	Yes 🗌	Ν
(b)	All cheques drawn for more than £ 25,000 require two signatories.	Yes 🗌	Ν
(C)	Cash in hand and petty cash are checked independently of the employees responsible at least monthly and additionally, without warning, at least every six months.	Yes 🗌	Ν
(d)	Bank statement, receipts, counterfoils and supporting documents are checked at least monthly against the cash book entries independently of the employees making cash book entries or paying into the bank.	Yes 🗌	Ν
(e)	Employees receiving cash and cheques in the course of their duties are required to pay in daily.	Yes 🗌	Ν
(f)	Employees are required to account for money received at least weekly.	Yes 🗌	Ν
	If NO to any of the above please provide details of your system		

Section D: Cyber

1.	Ū.	ou require coverage for cyber?	Yes 🗌	No 🗌
	If YES	S, please complete the following questions. If NO, please skip to Section E: Claims History		
2.	(a)	How many personally identifiable information (PII) records or unique consumer records do you currently hold?		
	(b)	Do you hold or process any of the following types of sensitive data?		
		☐ Financial information (including credit/debit card records) ☐ Medical inform	ation	
		☐ Identity information (including NI number or passport details)		
		Names, addresses, telephone numbers		
	(c)	Do you anticipate any significant changes over the next 12 months for the above?	Yes 🗌	No 🗌
		If YES, please provide full details		
3.	(a)	What percentage of your turnover emanates from online or e-commerce activities?		%
э.	(a)	what percentage of your turnover emanates from online of e-commerce activities:		70
	(b)	What is the size of your dedicated IT budget annually?		
4.	Can y	you confirm you adhere to the following best practices?		
	(a)	Have a dedicated individual responsible for information security and privacy	Yes 🗌	No 🗌
	(b)	Have a written incident management response plan	Yes 🗌	No 🗌
	(C)	Perform background checks on all employees and contractors with access to sensitive data	Yes 🗌	No 🗌
	(d)	Have restricted access to sensitive data (including physical records)	Yes 🗌	No 🗌
	(e)	Have a process to delete systems access within 48 hours after employee termination	Yes 🗌	No 🗌
	(f)	Have written information security policies and procedures that are reviewed annually and communicated to all employees including information security awareness training	Yes 🗌	No 🗌
	(g)	Ensure all remote access to IT systems is secure	Yes 🗌	No 🗌
	(h)	Only use operating systems that continue to be supported by the original provider	Yes 🗌	No 🗌
		If NO to any of the above, please detail below along with mitigating comments		
5.		nnual or more frequent internal/external audit reviews ding penetration testing) performed on your IT network and your procedures?	Yes 🗌	No 🗌
	If YES	S, please provide a copy of the latest report from any examination/audit		
6.	Can y	you confirm you comply with the following minimum security standards?		
	(a)	You use anti-virus, anti spyware and anti-malware software and update them regularly	Yes 🗌	No 🗌
	(b)	You use firewalls and other security appliances between the internet and sensitive data	Yes 🗌	No 🗌
	(C)	You use intrusion detection or intrusion prevention systems (IDS/IPS) and these are monitored	Yes 🗌	No 🗌
	(d)	You ensure all sensitive data on your system is encrypted	Yes 🗌	No 🗌

	(e)	You ensure all sensitive data on all removable media is encrypted	ed	Yes 🗌 No 🗌
	(f)	You ensure sensitive data is permanently removed (e.g. physica merely deleting) from hard drives and other storage media or so records prior to disposal		Yes 🗌 No 🗌
	(g)	You perform regular backups and periodically monitor the quality	y of the backups	Yes 🗌 No 🗌
		If NO to any of the above, please detail below along with mitiga	ating comments	
7.	(a)	Do you have a disaster recovery plan (DRP) and/or business co (BCP) in place?	ntinuity plan	Yes 🗌 No 🗌
	(b)	In your DRP / BCP, how long would it take for you to be fully op following an incident?	perational again	
	(c)	How often do you test your DRP / BCP?		
8.		e provide details of the vendors for the following services neck box if it is managed and operated in house)		
			Vendor	In-house
	(a)	Internet service provider		
	(b)	Cloud / hosting / data centre provider		
	(C)	Payment processing		

- (d) Data or information processing (such as marketing or payroll)
- (e) Offsite archiving, backup and storage

Section E: Claims History

1. Regarding all the types of insurance covers to which this proposal form relates, are you or any of the partners, principals, or directors, after having made full enquiries, including of all staff, aware of any of the following matters in the past 6 years?

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(3	a)	Any claims (successful or otherwise) or cease and desist orders been made against the company, its predecessor, or present or past partners, principals, or directors	Yes 🗌	No 🗌
(b)	Any circumstances which may give rise to a claim against the company, its predecessor or any past or present partner, director, principal or employee	Yes 🗌	No 🗌
(c)	The receipt of any complaints, whether oral or in writing, regarding services performed, products or solutions sold or provided, or advice given by you	Yes 🗌	No 🗌
(d)	Any loss or damage that has occurred to the company or its predecessor	Yes 🗌	No 🗌
(e)	Any privacy breach, virus, DDOS, or hacking incident which has, or could, adversely impact(ed) your business	Yes 🗌	No 🗌
(f)	Any unforeseen down time to your website or IT network of more than 3 hours?	Yes 🗌	No 🗌
(g)	Any allegation of loss or loss sustained as a result of the fraud or dishonesty of any person employed by the business?	Yes 🗌	No 🗌

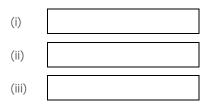
If YES to any of the above, please provide full details:

Section F: Insurance Details

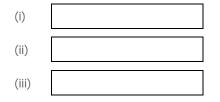
- 1. In the event your previous policy is not insured with Markel please give us the following details:
 - (a) Name of insurers
 - (b) Retroactive date
 - (c) Limit of indemnity
 - (d) Excess
 - (e) Premium

2. Quote Request

(a) What limit of indemnity is required:



(b) What amount of excess would you be prepared to carry in respect of each and every claim:



Declaration

I declare that I am authorised to complete this proposal and I confirm that, after appropriate enquiry, it is completed truthfully. I undertake to inform insurers of any alteration or addition to these statements or particulars which occur prior to 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 or additions arise. I also give consent to insurers to use the information. Signing of this proposal does not bind insurers to offer or the applicant to accept insurance.

Signed*	
Name	
Company position	
Date	

*the signatory should be a director or senior officer of, or a partner of, the company.

Your Personal Information

The basics

We collect and use relevant information about you to provide you with your insurance cover and to meet our legal obligations.

This information includes details such as your name and address and may include more sensitive details such as information about your health and any criminal convictions you may have.

The way insurance works means that your information may be shared with fraud prevention agencies and used by a number of third parties in the insurance sector – but only in connection with the insurance cover that we provide to you.

Other people's details you provide to us

Where you provide us with details about other people, you must provide this "Your Personal Information" notice to them.

Group policies

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable 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 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.

We are committed to only using 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.

Want more details?

For more information about how we use your personal information please see our full Markel privacy notice, a copy of which is available online at http://www.markelinternational.com/foot/privacy-policy/ or on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. Please contact us at <u>dataprotectionofficer@markelintl.com</u> or in writing to the Data Protection Officer, 20 Fenchurch Street, London, EC3M 3AZ if you wish to exercise your rights, discuss how we use your information or request a copy of our full Markel privacy notice.

NOTICE TO THE PROPOSER

The Underwriters

The underwriters 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 underwriters, the proposed contract will be governed by English law.

General Enquiries

If at any time you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Claims Manager, Professional Liability Division, 20 Fenchurch Street, London EC3M 3AZ.

Complaints Procedures

We are committed to providing a high quality and professional service and to maintain fair outcomes for our customers.

If you are dissatisfied or have any complaints about your policy which was issued by:

Markel International Insurance Company Limited (MIICL);

Markel Syndicate 3000 at Lloyds; or

Markel Insurance SE (MISE);

You should, in the first instance, contact Legal, Regulatory & Compliance on the following contact details:

By telephone:	+44 (0)20 7953 6020
By email:	complaints@markelintl.com
By writing to:	Legal, Regulatory & Compliance, Markel International, 20 Fenchurch Street, London, EC3M 3AZ

Or, if your policy has been issued by:

Lloyd's Insurance Company S.A (LBS) in Brussels

You should, in the first instance, contact the Service Manager on the following contact details:

By telephone:	+32 (0)2 227 39 39
By email:	enquiries.lloydsbrussels@lloyds.com
By writing to:	Service Manager, Operations Team, Lloyd's Insurance Company S.A, Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium

The aim of this procedure is to settle the complaint fairly and as quickly as possible. We will use our best endeavours to comply with the timeframes set out by your local insurance regulator.

- A complaint received by us (whether by letter, facsimile, e-mail, telephone conversation or other oral representation) will be allocated to an appropriate person to carry out an independent review of the justification of the complaint.
- Complaints will be acknowledged promptly in writing. That acknowledgement will include the name of the person who will be
 reviewing the complaint and when you should expect to receive our final response.
- We will try to resolve a complaint within the timeframe set out by your local insurance regulator and give a written final response, or send an interim response explaining why we are not yet in a position to resolve matters.
- If you do not receive a final response or, after receiving our acknowledgement of the complaint and our final response, you
 are not satisfied with the outcome, you may be entitled to refer your complaint to your local External Dispute Resolution
 (EDR) service or to Lloyd's, London for review. We will provide you with the contact details who you may be able to refer
 your complaint to.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local resolution service. This process is free and conducted entirely online. You can access the ODR platform on http://ec.europa.eu/odr