Once complete, please return to:

Anchorman Professions, Okehampton Business Centre,
Higher Stockley Mead Okehampton, EX20 1FJ

T: 01837 650 030
E: info@anchormanprofessions.co.uk
W: www.anchormaninsurance.co.uk

GUIDANCE NOTES WHEN COMPLETING THIS PROPOSAL FORM

New Business Start Up Venture

If your proposal form relates to a new business start up, please complete the questions by giving your best estimated information for your first year of trading. When estimating your projected fee income, we recommend as far as possible that you provide a realistic estimate of what you think is achievable based on your business plan. If you exceed your projections the policy can be revised later on.

Retroactive Cover

Where a retroactive date is stated in our quotation documents the policy will only consider claims arising from work declared to the Insurer that has been undertaken on or after the retroactive date shown. It is your responsibility to ensure that there is no work or liabilities arising from work undertaken prior to the retroactive date which needs to be covered under your policy.

Predecessor Companies and/or Partners, Principals Previous Businesses

If cover is required in respect of liabilities arising out of predecessor companies or any partners, principals previous businesses, please include full written details within the proposal form. If there is insufficient space to provide this information, please include an additional page, covering letter or email with full details.

Limits of Indemnity

You must arrange and maintain a limit of indemnity that is adequate to meet any claims that may be brought against you both now and in the future. If you are subject to a minimum requirement by your professional body you must not take this as being adequate. There is a noticeable trend that the size and costs of professional indemnity claims has increased significantly and when ascertaining your exposure you should not only consider the potential damages a claimant may pursue you for but also factor in their legal costs including interest payments and any consequential losses they may suffer. You should also consider the possibility of a personal injury claim being made against you; it is very evident that personal injury claims are becoming more frequent against all types of professionals. We are happy to provide quotations for any limit you wish for us to, but we will not select the limit for you and as such we accept no responsibility whatsoever for the choice you make. If you are in any doubt as to what limit of indemnity you need, then you should take independent legal advice and/or speak with your professional body.

Independent Consultants

If you use the services of independent self-employed consultants to work on your behalf, you must check that they have their own Professional Indemnity Insurance that carries a limit of indemnity at least equal to your own. If they do not have Professional Indemnity Insurance (or their own policy is inadequate) you can arrange to insure them under your own policy but this would be subject to full details of the consultants and additional premium could be charged.

Fair Presentation and Material Facts

Before the insurance policy takes effect you have a duty to make a fair presentation of the risk to be insured under the insurance policy. A *fair presentation of the risk* is one:

- which:
  - discloses to the Insurer every material circumstance which you know of or ought to know of; or
  - gives the Insurer sufficient information to put the Insurer on notice that it will need to make further enquiries for the purposes of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer; 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 the Insurer's 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 the Insurer.

Your proposal form will form the basis of the contract between you and the Insurer, inaccuracies or misrepresentations could lead to the policy being voided, and/or a claim being refused. If you have any doubt whether information is relevant, you must declare the information in writing.

Binding into contract

Completing this proposal form does not automatically bind the Insurers into contract with you, neither does it compel them to complete this insurance, you cannot assume that the contract is complete until such time you receive a written confirmation from Anchorman Insurance or the Insurers confirming cover has been granted or until such time you receive a policy schedule.

Additional Information or insufficient space

If there is insufficient space to provide your answer or should you wish to provide any additional information, please use a separate piece of paper and attach this to the proposal form.

You should take and keep safe a copy of this proposal form once you have completed it. *If for any reason you cannot take a copy, we will be happy to send you one upon request*

Professional Indemnity Insurance Proposal Form for Fire Safety Professionals

Section 1 – Your Details

Client Reference:

a) Name of Individual or Company(s) ('You') including any Subsidiary Companies for whom cover is required:

Name (s)	Date Established

b) If applicable, what is your Limited Company / LLPs Registration Number:

c) Address - please include all offices, including those of any overseas local offices or representatives:

d) Contact details:

Email Address:	
Telephone Number:	
Mobile Number:	
Website Address:	

e) Business Description:

f) Are you a member of any Regulatory / Professional Body or Trade Association?)? *If "YES" please give full details below:-* ☐ **YES** ☐ **NO**

g) Please provide your own details below, plus details of any other Partners, Principals and Directors:

Name	Date of Birth	Qualifications	Date(s) Qualified	Years with this Company

A C.V may be required for any Partner, Principal or Director with less than 5 years experience in this occupation.

h) Please provide details of any Consultants who undertake work for you or your Company:

Name of Consultant	Qualifications	Date(s) Qualified	Years with this Company

i) Is cover required for work undertaken prior to the Date Established shown in Section 1a)? *If "YES" please give full details below:-* ☐ **YES** ☐ **NO**

j) Is cover required for any Partner in respect of liability arising out of a previous business: *If "YES", please give details below (if insufficient space please detail in Section 9 - Additional Information):* ☐ **YES** ☐ **NO**

Name of Partner	Name of Firm	Nature of Business	Date and reason for leaving

k) Is cover required for any Predecessor Company? *If "YES", please give details below (if insufficient space please detail in Section 9 - Additional Information):* ☐ **YES** ☐ **NO**

Name of Firm	Activities	Date Ceased Trading

Section 2 – General Questions

a)	**When agreeing to undertake work for a client do you normally confirm your services in writing?**	☐ YES ☐ NO
b)	**Do You plan or anticipate any significant changes in your work and services during the next 12 months?**	☐ YES ☐ NO
c)	**Are You a member of a consortium, joint venture, single project partnership or group practice?**	☐ YES ☐ NO
d)	**Are You accredited to (or in the process of accreditation to) BS EN ISO 9000 Quality Systems or subject to a similar form of external assessment?**	☐ YES ☐ NO
e)	**Do You have any association with or financial interest in any other Firm, Practice, Company or Organisation for whom work is carried out and where cover is required?**	☐ YES ☐ NO
f)	**Has any partner, principal or director ever been convicted of a criminal offence or are any charges/prosecutions pending (excluding minor motoring offences)?**	☐ YES ☐ NO
g)	**Has any partner, principal or director ever been investigated, reprimanded or disqualified by their professional body?**	☐ YES ☐ NO
h)	**Has any partner, principal or director been made personally bankrupt or been associated with any business which has ceased trading either voluntarily or compulsorily?**	☐ YES ☐ NO
i)	**Are You involved in the process of manufacturing, construction, alteration, repair, installation, sale or supply of products, other than in an advisory, consultancy or pure design capacity?**	☐ YES ☐ NO

If you have answered "NO" To Question a) or "YES" to Questions b)-i), please provide full details:

j)	**Have You ever or do You plan to ever provide Fire Safety Engineering services where you are involved in the fire safety design of buildings?**	☐ YES ☐ NO
k)	**Have you ever provided advice, design and / or specification of cladding insulation materials similar to that used on Grenfell Tower? For example, Aluminium Composite Material with panels that consist of two aluminium sheets bonded to a non-aluminium core?**	☐ YES ☐ NO
l)	**Do you plan to provide advice, design and / or specification of cladding insulation materials similar to that used on Grenfell Tower? For example, Aluminium Composite Material with panels that consist of two aluminium sheets bonded to a non-aluminium core?**	☐ YES ☐ NO

If "YES" to j)-l) above, please provide the following additional details:

• The type of advice You are providing:	
• The type(s) of building involved:	
• How often You are giving advice of this nature each year	

m)	**Have you ever completed an EWS1 Form?**	☐ YES ☐ NO
n)	**Do you plan to complete an EWS1 Form?**	☐ YES ☐ NO

If you have answered "YES" to Questions m)-n), you will need to complete a supplementary Questionnaire (available on request) requiring further relevant information

Section 3 – Your Activities

a) When is your firm's financial year ending (day/month)

b) Please provide a breakdown of your Gross Turnover/Fees Income generated EXCLUDING disbursements and VAT.
Where your financial year end is not completed, please provide an estimate. If this form relates to a New Business Start-Up Venture, please show your estimates for the forthcoming year below.

Fees Emanating From	**Last Full Financial Year**	**Estimate For Next Financial Year**
Work in UK	£	£
Work in EU	£	£
Work in USA/Canada	£	£
Work Elsewhere	£	£
TOTAL	**£**	**£**

i) *If you have declared fees from territories other than the UK please give full details below*

Start Date	**Completion Date**	**Professional Services Provided**	**Your Fee Income**	**Subject to UK Law**
				☐ **YES** ☐ **NO**
				☐ **YES** ☐ **NO**
				☐ **YES** ☐ **NO**

ii) *If you have entered into any Projects where your contract was not governed by UK Law and Jurisdiction, please give full details below*

c) Please estimate below the approximate percentage of your gross turnover/fee income allocated to each area of practice for the last 12 months. ***If this proposal form relates to a New Business Start-Up Venture, please show your estimated percentages for each area of practice for the forthcoming 12 months below.***

Part One: Professional Business Activities

Fire Safety Training & Consultancy	%	Live Fire Extinguisher Training/Demos	%
Fire Risk Assessments	%	Expert Witness	%
Fire Investigations	%	Health & Safety Training & Consultancy	%
First Aid Training	%	CDM Co-ordination (including Principal Designer)	%
Fire Engineering	%	Personal Emergency Evacuation Plans (PEEPs)	%
Fire Safety Plans/Advice	%	Fire Management Plans	%
Disaster Recovery Plans	%	Fire CAD Drawings	%
Other Work *(please specify)*			%

Part Two: Project Management services

Project Management	%	Project Co-ordination	%

Important Notice:
Insurers definition of Project Management Services is where you are responsible for the appointment of or advising on the appointment of other parties necessary to the contract. If you are not responsible for the appointment or advising on the appointment of other parties necessary to the contract then Insurers define this service as Project Co-ordination.

Part Three: Fire Safety Systems and Products – sale, supply, installation and maintenance

Portable Fire Extinguishers	%	Fixed Extinguishers e.g. Halon	%
Fixed Extinguishers on Ships	%	Fire & Smoke Alarms	%
Breathing Equipment	%	Sprinklers & Wet Risers	%
Dry Risers	%	Safety Signs, Fire Blankets, PPE etc	%
Pure Retail/Wholesale i.e. no installation	%		%
Other Work *(please specify)*			%
		Part One, Two and Three TOTAL	**100%**

d) Over the forthcoming 12 months, do you anticipate any significant change or variation in the percentages shown in c) above, i.e. +/- 25% per activity? *If "YES", please provide full details below:* ☐ **YES** ☐ **NO**

e) Is cover required for any previous, now ceased, activity which is different from that declared above? *If "YES", please provide an explanation of the type of ceased activity / work below:* ☐ **YES** ☐ **NO**

Section 4 – Asbestos

a) Do you undertake specific Asbestos Surveys or Asbestos Sample Testing? *If "YES" you will need to complete a supplementary Asbestos Questionnaire (available on request) requiring further relevant information* ☐ **YES** ☐ **NO**

Section 5 – Projects / Contract Information

a) Please provide details below of your 3 largest projects that have been completed (or are currently ongoing) in the last 5 years: *(If insufficient space please detail in Section 9 - Additional Information)*

Client Name / Project Name	Start Date	Description of your work - What was your specific role?	Total Project Value	Your Project Value / Fee	Finish Date

b) Please provide details below of the 3 largest projects where work is likely to commence in the next 12 months: *(If insufficient space please detail in Section 9 - Additional Information)*

Client Name / Project Name	Start Date	Description of your work - What is your specific role?	Total Project Value	Your Project Value / Fee	Likely Finish Date

c) Have you ever or do you plan to ever work on any projects involving any of the following?

Nuclear Installations	☐ **YES** ☐ **NO**	Military MOD Sites	☐ **YES** ☐ **NO**
Offshore Wind Farms / Energy Installations	☐ **YES** ☐ **NO**	Petrochemical Installations	☐ **YES** ☐ **NO**
Offshore Oil / Gas Installations	☐ **YES** ☐ **NO**	Hospitals	☐ **YES** ☐ **NO**
Power Stations	☐ **YES** ☐ **NO**	Schools and Universities	☐ **YES** ☐ **NO**
Embassy Buildings	☐ **YES** ☐ **NO**	Airports	☐ **YES** ☐ **NO**
Railways	☐ **YES** ☐ **NO**	Harbours, Jetties and Piers	☐ **YES** ☐ **NO**

If you have answered "YES" to any of the locations above, please give full details below including dates of the contracts, the type of services provided and an approximate percentage of your turnover relating to each type of location:

Section 6 – Current Insurance and Cover Requirements

a) Are you currently insured? ☐ **YES** ☐ **NO**

If Yes, please provide details of your current insurance. You need not answer this question if you are currently insured through Anchorman Insurance. If you are not currently insured, please state 'Not Insured'.

Insurer	Broker	Renewal Date	Limit of Indemnity	Premium (excl IPT)	Excess
			£	£	£

b) From what date is cover required?

c) What is your current Policy's retroactive date? *(normally found on your Policy Schedule)*

d) What Limit of Indemnity do you require?
(Very Important – You must select a limit of indemnity that is adequate to meet any claims that may be brought against you both now and in the future.)

☐ **£250,000**	☐ **£500,000**	☐ **£1,000,000**	☐ **£2,000,000**	☐ **£**

e) In respect of the risks to which this proposal relates, has any Insurer ever:

i) Declined a proposal, refused renewal or terminated an insurance? ☐ **YES** ☐ **NO**

ii) Required an increased premium or imposed any special terms or conditions? ☐ **YES** ☐ **NO**

*If "YES" to either **e) i) or ii)** above, please provide further details: -*

Section 7 – Claims and Circumstances

PLEASE NOTE THAT IT IS IMPERATIVE TO ANSWER THESE QUESTIONS CORRECTLY – FAILURE TO DO SO COULD PREJUDICE YOUR RIGHTS. IF SPACE IS INSUFFICIENT, PLEASE ATTACH A SIGNED AND DATED CONTINUATION SHEET TO ENABLE YOU TO PROVIDE FULL DETAILS

PROFESSIONAL INDEMNITY

a) Have any professional indemnity claims, whether successful or not, been made against the firm, predecessors of the firm or any of the partners, principals or directors of the firm during the last 10 years?	☐ **YES** ☐ **NO**
b) After full enquiry, are any partners, principals or directors of the firm aware of any circumstance which may give rise to a claim?	☐ **YES** ☐ **NO**
c) Are you currently dealing with any negative allegations or comments relating to your professional work?	☐ **YES** ☐ **NO**

FIDELITY

d) Have you suffered any loss during the past five years through fraud or dishonesty of any partner, principal, director or employee?	☐ **YES** ☐ **NO**
e) Do you know of any fraud or dishonesty at any time involving any past or present partner, principal, director or employee?	☐ **YES** ☐ **NO**

*If you have answered "YES" to either **a)-e)** above, please provide further details:*

Section 8 – Other Insurances

Policy Type	Current Renewal Date	Do you require a quotation?
Employers & Public Liability		☐ **YES** ☐ **NO**
Directors & Officers Liability		☐ **YES** ☐ **NO**
Office & Equipment		☐ **YES** ☐ **NO**
Cyber Liability		☐ **YES** ☐ **NO**

Section 9 – Additional Information

Please use this space to provide additional information in support of the answers given within the proposal form or simply to provide further details about you or your activities which you feel would be of interest to us.

Please clearly show the question number to which the information relates and continue on a separate sheet if necessary.

Section 10 – Important Notices

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

IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the insurance policy takes effect the Insured have a duty to make a fair presentation of the risk to be insured under the insurance policy.

A *fair presentation of the risk* is one:

- which:
  - discloses to the Insurer every material circumstance which the Insured know of or ought to know of; or
  - gives the Insurer sufficient information to put the Insurer on notice that it will need to make further enquiries for the purposes of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to the Insurer; 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 the Insurer's decision as to whether or not to agree to insure the Insured 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 the Insurer.

FINANCIAL OR TRADE SANCTIONS

Insurers are unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

PRIVACY NOTICE

For information on how we use your personal data please refer to our **Privacy Notice.**

LIMIT OF INDEMNITY

You must arrange and maintain a limit of indemnity that is adequate to meet any claims that may be brought against you both now and in the future. If you are subject to a minimum limit of indemnity requirement by your professional body you must not accept this as being adequate cover.

CLAIMS MADE BASIS OF COVER

Professional Indemnity Insurance is subject to a claims made basis of cover which means the policy covers you for claims or circumstances notified to the insurer during the period of insurance only.

CLAIMS NOTIFICATION

Insurers require claims to be reported to them in accordance with the Claims Conditions stated within their policy. You must notify your Insurer of any circumstances that could give rise to a claim. If you are currently dealing with any matters relating to negative comments or allegations, verbal or written, relating to your professional work then you must notify your current Insurer immediately.

Section 11 – Declaration and Undertaking

I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

Furthermore I/we understand that it is my/our obligation to provide a fair presentation of the risk to be insured and failure to do this or inaccuracies could lead to the policy being voided, and/or a claim being repudiated by the Insurer.

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

For the purposes of making this proposal for insurance, I/we agree that Anchorman Professions (which I/we have appointed to advise in relation to this policy) is acting on my/our behalf and not as an agent of the Insurer.

If this proposal has been completed in part or whole by Anchorman Professions, I/we can confirm that I/we have checked each and every fact, expectation and/or belief stated and declare that they are true and correct to my/our best knowledge and belief. I/we understand that it is my/our responsibility to ensure that all facts, expectations and/or beliefs given are true and correct and it is not the responsibility of Anchorman Professions.

I/we understand that the limit of indemnity stated on this proposal form is the maximum payable under the policy, and I/we am/are satisfied that this is adequate enough to cover any potential claim made against me/us. I/We understand that it is my/our responsibility to ensure that the limit of indemnity is sufficient now and in the future.

I/we understand I/we must comply with Insurers claims conditions, and I/we am/are satisfied after enquiry that there are no current matters relating to negative comments or allegations, verbal or written, relating to my/our professional work arising before making this proposal for insurance.

Anchorman Professions may contact you in 12 months for marketing purposes. Please tick box to consent ☐

Signature (Principal)		**Date**	
Print Name			
Position			
Reference			

This insurance will not commence until such time as you have received written confirmation from Anchorman Professions that cover has been arranged. Insurers reserve the right to decline any Proposal.