

# Proposal form

Sports Agents Professional Indemnity Insurance



## IMPORTANT NOTICE:

1. Before the insurance contract is entered into, the proposer must make a fair presentation of the risk to the insurer, in accordance with Section 3 of the Insurance Act 2015.

In summary, the proposer must:

- a) disclose to the insurer every material circumstance which the proposer knows or ought to know. Failing that, the proposer must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk and, if so on what terms (including premium);
  - b) make the disclosure in clause 1.a) above in a reasonably clear and accessible manner; and
  - c) ensure that every material representation as to matter of fact is substantially correct, and that every material representation as to matter of expectation or belief is made in good faith.
2. For the purposes of clause 1.a) above, the proposer is expected to know the following:
    - a) If the proposer is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
    - b) If the proposer is not an individual, what is known to anybody who is part of the proposer's senior management; or anybody who is responsible for arranging the proposer's insurance.
    - c) Whether the proposer is an individual or otherwise, what should reasonably have been revealed by a reasonable search of information available to the proposer. The proposer cannot ignore or deliberately withhold information (this may amount to a breach of the duty of fair presentation even if the insurer had sufficient information to ask questions and did not do so). The information may be held within the proposer's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the proposer is insuring subsidiaries, affiliates or other parties, the insurer expects that the proposer will have included them in its enquiries, and that the proposer will inform the insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

**If the proposer becomes aware that information provided prior to confirmation of insurance cover was incorrect or incomplete the proposer should tell us immediately**

**If in doubt, please contact Miller.**

## Data protection

### Processing of personal data

If you provide us with any information which constitutes “personal data” (including any “sensitive personal data”), both you and we will treat such information at all times in accordance with “Data Privacy Laws” (including the General Data Protection Regulation 2016/679). Miller companies may hold and process such information: (i) in order to provide our services to you; (ii) to facilitate the effective management, development or operation of the Miller companies; and (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws. Please review our full privacy notice at [www.miller-insurance.com](http://www.miller-insurance.com).

### Identity verification

In order to ensure compliance with rules imposed on us by relevant UK regulators, we may run fraud prevention checks against the name of your firm, or all or any of the individual partners or members in your firm. We may use this information in order to comply with our regulatory, legal or good governance obligations. We will make checks such as verifying your identity in order to prevent and detect crime, fraud and money laundering. We may disclose your personal data to other companies in the Miller group of companies for the purposes described above. You agree to bring the above notice to the attention of each of your partners or members before completing and submitting this proposal form. Each individual has the right to apply for a copy of their information (for which we may charge a fee) and to have any agreed inaccuracies corrected.

- By ticking here, you agree to the processing of your personal data, including, where relevant, sensitive personal data, in the manner stated above in the paragraph entitled ‘Processing of personal data.’
- Please tick this box if you would like to subscribe to receive the latest news and insight from Miller Insurance Services LLP and its associated companies. Your information will not be passed to any third parties and you may unsubscribe at any time.

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## 1. Insureds

Please provide the name(s), including trading names, of all entities to be insured:

1		5	
2		6	
3		7	
4		8	

## 2. Principal address

Line 1	
Line 2	
Town/city	
Post code	
Country	

## 3. Staff

Roles	Count:
Directors / Members / Partners / Principals:	
Fee earners / qualified staff:	
Technical support:	
Administrative staff:	

## 4. Financials

	Total fee income (GBP)
Estimated fee income for next financial year:	
Last completed financial year:	
Prior financial year:	

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## 5. Fee income breakdown

Please provide the percentage breakdown of income for the last complete accounting period:

	%	Additional information
Football agents:		
Other sports agents (please state):		
Other work (please state):		

## 6. Large contracts

Please provide information on the five largest contracts undertaken in the last five years:

Client name	Start date	End date	Contract value (GBP)	Fee income (GBP)	Description

## 7. Claims and circumstances

Has the proposer, its subsidiaries and affiliates had or notified any prior claims or circumstances for loss of the type, which is covered under the contract of insurance to which this proposal relates?

YES NO

*If YES, please provide separate details.*

After undertaking a reasonable search for information from all senior management of the proposer, its subsidiaries and affiliates are there any circumstances, which the proposer reasonably expect is likely to give rise to a claim for loss of the type, which is covered under the contract of insurance to which this proposal relates?

YES NO

## 8. DECLARATION/SUPPLEMENTARY QUESTIONNAIRES

### Duty of fair presentation:

**It is your duty to make a fair presentation of the risk to the insurer, in accordance with Section 3 of the Insurance Act 2015.**

You must:

- a) disclose to the insurer every material circumstance which the proposer knows or ought to know. Failing that, the proposer must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk and, if so on what terms (including premium);
- b) make the disclosure in clause a) above in a reasonably clear and accessible manner; and
- c) ensure that every material representation as to matter of fact is substantially correct, and that every material representation as to matter of expectation or belief is made in good faith.

### Excess Layer policies placed in excess of the minimum compulsory level of cover:

Unless agreed otherwise, failure to make a fair presentation of risk in accordance with the Insurance Act 2015, will provide insurers with the following remedies in the event of a breach of duty of fair presentation:

1. If the breach of duty of fair presentation was prior to entering into the insurance contract, the remedies available to the insurer are set out below:
  - a) If the insured's breach of the duty of fair presentation is deliberate or reckless:
    - i) the insurer may avoid the contract, and refuse to pay all claims; and,
    - ii) the insurer need not return any of the premiums paid.
  - b) If the insured's breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the insured had complied with the duty of fair presentation:
    - i) If the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but must return the premiums paid.
    - ii) If the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the insurer so requires.

In addition, if the insurer would have entered into the contract, but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .

2. If the breach of duty of fair presentation was prior to entering into a variation to the insurance contract, the remedies available to the insurer are set out below:
- a) If the insured's breach of the duty of fair presentation is deliberate or reckless:
    - i) the insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,
    - ii) the insurer need not return any of the premiums paid.
  - b) If the insured's breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the insured had complied with the duty of fair presentation:
    - i) If the insurer would not have agreed to the variation at all, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
    - ii) If the insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the insurer so requires.
    - iii) If the insurer would have increased the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .
    - iv) If the insurer would not have reduced the premium as much as it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$ .

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## Declaration

I/we declare that I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

Signed:

Name:

Position:

Dated

A copy of this proposal form should be retained for your own records.

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