

# Freelance professional indemnity insurance

## Proposal Form



### Important notice

#### For the Proposer:

1. Before the insurance contract is entered into, if your policy is subject to the laws of England, Wales, Scotland or Northern Ireland, you must make a fair presentation of the risk to the insurer, in accordance with Section 3 of the Insurance Act 2015. The scope of this duty is set out in Schedule B of our standard client TOBA – please ask us for a copy of the TOBA and to explain what is expected, if required.

Your duty of disclosure will be different if your policy is subject to a law other than that of England, Wales, Scotland or Northern Ireland. However, all material facts which are relevant to the risk we are placing for you should be disclosed to insurers.

You should take care to complete claims and proposal forms or questionnaires required by insurers fully and accurately. If you become aware that you have omitted material information, or that material information that you have supplied before your insurance policy is finalised is incorrect or has been omitted, you should tell us immediately.

If you fail to comply with the applicable duty of disclosure it could result in the denial of your claim or avoidance of your insurance policy. You may wish to seek appropriate legal advice about the specific disclosure requirements of the applicable law of your insurance policy.

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 a matter of fact is substantially correct, and that every material representation as to a 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.

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The logo for Miller Insurance, featuring the word "miller" in a lowercase, cursive script font.

### How to complete this form

#### On your computer:

1. Save the blank PDF form on your hard drive
2. Complete all fields within the form
3. You can save the form on your local drive and return to complete it at any stage
4. Make sure that you include all relevant supporting documentation within your submission to avoid processing delays
5. After completing the form, attach it and all supporting documentation in an email to your designated contact at Miller

#### By hand:

1. Open the PDF
2. Print the PDF
3. Complete the printed form
4. Make sure that you include all relevant supporting documentation within your submission to avoid processing delays
5. Scan the printed form and return to your Miller contact by email

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### 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 on to any third parties and you may unsubscribe at any time.

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## 1. Firm Details

Practice name:

Office address:

Phone:

Website:

Date established (dd/mm/yy):

Key contact's full name:

Contact phone:

Contact email:

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### 2. Your Details

a) Please provide the following details:

SRA ID No.

Full name

Date of birth (dd/mm/yy)

Date qualified (dd/mm/yy)

Year of admission in England & Wales

b) Did you originally qualify overseas? If no, go to question e).

YES  NO

c) Have you undertaken the Qualified Lawyer Transfer Test or Qualified Lawyer Transfer Scheme?

YES  NO

d) Do you above also have a UK legal qualification? If no, please attach a CV.

YES  NO

e) Do you exercise a controlling/financial interest in any company or organisation for which the practice undertakes work? If yes, please provide details.

YES  NO

### 3. Gross Fees (exclusive of VAT)

	Date (dd/mm/yy)	Total
Estimate for current accounting period ending	<input type="text"/>	<input type="text"/>
Last complete annual accounting period ended	<input type="text"/>	<input type="text"/>
Previous complete annual accounting period ended	<input type="text"/>	<input type="text"/>
Previous complete annual accounting period plus one	<input type="text"/>	<input type="text"/>

a) Confirmation that all clients are domiciled in the UK

YES  NO

b) In the past 12 months, what is the single largest total fee that you have charged?

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### 4. General Questions

After full enquiry and only in relation to the past 6 years, have you (including while at another firm) ever:

- a) been the subject of an investigation that led to adverse findings by any regulator body? YES  NO
- b) been the subject of a monitoring visit (other than a routine monitoring visit by the Practice Standards Unit) from the Law Society, the SRA or any other regulatory body which held the firm or its employees accountable for errors or mistakes? YES  NO
- c) been subject to an intervention by the Law Society, the SRA or other regulatory body? YES  NO
- d) been refused a practising certificate? YES  NO
- e) been the subject of a costs or penalty order or reprimand by the SDT? YES  NO
- f) been granted a conditional practising certificate? YES  NO
- g) failed to pay or been late in paying any insurance premium or excess contribution? YES  NO
- h) been subject to either a criminal judgment (other than minor traffic offences) or a civil judgment that could have a bearing on your / their professional standing (e.g. a petition for bankruptcy, entering into any voluntary insolvency arrangement etc.)? YES  NO
- i) been refused renewal terms by their insurer due to prior claims experience, nondisclosure, non-payment of premium, non-payment of self-insured excess or dishonesty? YES  NO   
*Please note: being "refused renewal terms" is not the same as being denied renewal terms because e.g. your insurer pulled out of the market or went into liquidation.*
- j) been declared bankrupt? YES  NO

If you answered yes to any of the above questions, please provide full details and attach copies of all correspondence, documentation or reports issued by the Law Society, the SRA, the SDT, LeO or LCS or former OSS or former CCS and/or any other regulatory or professional body.

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### 5. Type of Work

a) Please state the percentage breakdown of the gross fee income for the last complete accounting period:

Administering oaths, taking affidavits and notary public	<input type="text"/>	%	Intellectual Property Law	<input type="text"/>	%
Agency Advocacy	<input type="text"/>	%	Landlord & Tenant - Litigious	<input type="text"/>	%
Acting as Arbitrator, Adjudicator or Mediator	<input type="text"/>	%	Landlord & Tenant - Non-Litigious	<input type="text"/>	%
Children work, Mental Health Tribunal and Welfare	<input type="text"/>	%	Lecturing & Expert Witness Work	<input type="text"/>	%
Commercial / corporate (excluding work related to public companies)	<input type="text"/>	%	Litigious Other (Please attach a breakdown of this work)	<input type="text"/>	%
Commercial / corporate (including work related to public companies)	<input type="text"/>	%	Marine Litigation	<input type="text"/>	%
Commercial litigation	<input type="text"/>	%	Matrimonial	<input type="text"/>	%
Conveyancing - Commercial	<input type="text"/>	%	Non-Litigious Other (Please attach a breakdown of this work)	<input type="text"/>	%
Conveyancing - Residential	<input type="text"/>	%	Offices and Appointments	<input type="text"/>	%
Criminal Law	<input type="text"/>	%	Parliamentary Agency	<input type="text"/>	%
Debt Collection	<input type="text"/>	%	Personal Injury - Claimant	<input type="text"/>	%
Defendant litigation work for insurers	<input type="text"/>	%	Personal Injury - Defendant	<input type="text"/>	%
Employment - Litigious	<input type="text"/>	%	Probate and Estate Administration	<input type="text"/>	%
Employment - Non-Litigious	<input type="text"/>	%	Property Selling, Management and Valuation	<input type="text"/>	%
Financial Advice & Services - firm has opted into regulations by the FCA *	<input type="text"/>	%	Tax Law and Planning	<input type="text"/>	%
Financial Advice & Services Regulated by the SRA *	<input type="text"/>	%	Town and Country Planning	<input type="text"/>	%
Immigration	<input type="text"/>	%	Wills, Trusts and Tax Planning	<input type="text"/>	%
			<b>TOTAL (must be 100%)</b>	<input type="text"/>	%

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- b) Has your practice ever provided legal services to any entertainment clients, sporting professionals or high net worth individuals?

YES  NO

*Please note: For the purposes of this form a 'high net worth individual' is someone with an estimated annual income in excess of £1M.*

If yes, please provide details of the nature of the work undertaken and gross fees billed.

*Please note: names of clients should not be provided due to client confidentiality.*

- c) Has your practice ever provided advice in relation to any tax mitigation or tax avoidance schemes?

YES  NO

*Please note: 'tax mitigation or tax avoidance schemes' do not include routine tax planning e.g. in respect of IHT.*

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### 6. Risk Management Procedures

- a) In respect of wills and probate work do you utilise the National Will Register 'Certainty' to register wills and ensure that you execute the last will and testament? YES  NO  N/A
- b) Does your practice use a risk management support tool, such as Riliance? YES  NO
- c) Do you require a standard risk assessment to be carried out relative to each new instruction? YES  NO
- d) Before accepting a new instruction are all new clients vetted? YES  NO
- e) Do you have a system for identifying and avoiding conflicts of interest? YES  NO
- f) Do you always issue an engagement letter giving costs and a clear scope of work being undertaken? YES  NO
- g) Does your terms & conditions state you do not buy a SRA regulated PI policy? YES  NO
- h) Do you have systems in place to monitor Work in Progress (WIP) and billing? YES  NO
- i) Do you operate either a centralised or departmental diary system recording all critical dates and time limits? YES  NO
- If yes, please complete the following additional questions: YES  NO
- j) Are undertakings which are given on behalf of your firm centrally recorded? YES  NO
- k) Do you have a central record of all complaints and/or potential claims? YES  NO
- l) Does your practice outsource any legal, secretarial or other work/services? YES  NO

If yes, please provide details.

- m) Do you comply with the requirements of the General Data Protection Regulation? YES  NO
- n) How do you secure and maintain clients confidentiality/data, both soft and hard copy?
- o) Do you destroy all documents you print off from home? YES  NO

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### 7. Claims and Circumstances

a) Please provide details about your claims record as follows:

- i. For each of the past 6 years, including the current policy year, please confirm if you have had any claims notified whilst acting as a freelance YES  NO
- ii. For each of the past 6 years, including the current policy year, please attach copies of confirmed claims for your firm include full details of all incidents, including how the matter was resolved and the procedures/processes now in place to avoid re-occurrence
- iii. In respect of any of the "Claims/Circumstances" referred to above, have any payments been made or are any reserves being held? YES  NO

*Please note: 'payments' include payments by you or insurers in respect of the settlement of a claim, claimants' costs and / or defence costs. Similarly, 'reserves' include reserves held by you or insurers in respect of the settlement of a claim, claimants' costs and / or defence costs.*

- b) After undertaking a reasonable search for information are there any circumstances which the proposer reasonably expects may give rise to a claim for loss of the type which is covered under the contract of insurance to which this proposal for professional indemnity insurance relates and which have not been previously notified to Insurers? YES  NO

If yes to the above, please provide details.

- c) Is there any matter notified by you to Insurers that has not been accepted as an effective notification? YES  NO

If yes, please provide details.

*Please note: you have an obligation under your policy to notify any circumstances or claims to your current insurer. You will be asked to confirm that you have done this before Miller will provide you with a policy.*

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## 8. Your Insurance Requirements

a) If you are not a Miller client, please provide details of your current insurance placement

Total limit of indemnity	Self-insured excess	Primary insurer	Premium
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

b) Please enter the date on which you want to go on cover for the coming indemnity period:

Policy inception date (dd/mm/yy)	Policy expiry date (dd/mm/yy)
<input type="text"/>	<input type="text"/>

## 9. Other Material Information

a) Are there any other details not specifically addressed elsewhere in this proposal form that you think would benefit your application to insurers? YES  NO

If yes, please provide details.

*(Please attach all relevant and required information to your submission email).*

b) Is there any other **Material Information** not specifically addressed elsewhere in this proposal form that you think may affect your application to insurers? YES  NO

**Material Information** includes any fact which a prudent underwriter may reasonably wish to know in relation to the assessment of your risk, the exposure and the calculation of any appropriate premium. You must disclose all such information whether or not a specific question has been included in this application form.

If yes, please provide details.

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### 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.

Failure to do so may prejudice your rights in the event of a claim or result in insurers voiding your policy:

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

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  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .

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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 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:

Print name:

Position:

Dated (dd/mm/yyyy):

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

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