

# PROFESSIONAL INDEMNITY INSURANCE PROPOSAL FORM FOR PROFESSIONALS WORKING IN THE EDUCATION SECTOR

To obtain a quotation please complete, sign, date and return this Proposal Form to Blackfriars Group at the address below.

## Section 1 – Your Details

Name (or trading title if a company):			
Office Address & Postcode:			
Telephone:		E-mail:	
Date Established:			
Please provide details of any Education related Trade Association of which you are a member, including your Membership No.			
How would you describe your business activities?			
Are you able to confirm that: a) you have at least 3 years experience of the business activities detailed above; and b) that the total fees for your last complete financial year (or projected fees if you have yet to complete a full years' trading) are less than £75,000; and c) that no more than 25% of these fees are derived from work outside of the United Kingdom, Eire, the Isle of Man or the Channel Islands; and d) that no work is undertaken in the United States of America, its territories/possessions or Canada; and e) the total wage roll of your business is less than £50,000; and f) you have had no claims (or incidents which could give rise to a claim) made against you in the past 3 years  If you are unable to answer 'YES' to any of these statements, please explain why in the space provided below.			YES / NO
Has any insurer ever: a) declined to offer insurance to you or any partner, principal or director? b) Imposed any special terms on your company or any partner, principal or director? c) Cancelled or voided an insurance for you or any partner, principal or director?  If you are unable to answer 'NO' to any of these questions, please provide full details in the space provided below..			YES / NO

## Section 2 – Cover Required

Professional Indemnity (mandatory) – please tick limit required a) £250,000 <input type="radio"/> c) £1,000,000 <input type="radio"/> b) £500,000 <input type="radio"/> d) £2,000,000 <input type="radio"/>	Optional Covers – please tick if required a) Public/Products Liability (£2m) <input type="radio"/> b) Employer's Liability (£10m) <input type="radio"/> c) Legal Expenses <input type="radio"/>
Date from which cover is required:	/ / 2008

## Section 3 – Declaration

Please use this space to provide additional information in support of the answers given above:

### IMPORTANT NOTICE CONCERNING DISCLOSURE

It is your duty to disclose all material facts to Underwriters. A material fact is one which may influence an Underwriter's judgement in the consideration of your proposal. If you are in any doubt as to whether a fact is material you should disclose it. FAILURE TO DISCLOSE could prejudice your rights to recover in the event of a claim or allow Underwriters to void the policy. I/We declare that the statements and particulars contained in the proposal are true and that I/we have not mis-stated or suppressed any material facts. I/we agree that this proposal together with any other information supplied by me/us shall form the basis of any contract of insurance effected thereon. I/we undertake to inform Underwriters of any material alteration to these facts occurring before completion of the contract of insurance.

Signature of Partner, Principal or Director

Date:

**You should retain a copy of this Proposal Form for your records**

# Blackfriars Group

Blackfriars Group  
 6 Griggs Business Centre  
 West Street  
 Coggeshall  
 Essex  
 CO6 1NT  
 Telephone 0845 4583791  
 Facsimile 0845 4583796  
 Web: www.blackfriarsgroup.com  
 Email: mail@blackfriarsgroup.co.uk

## **ACCEPTANCE & NO MATERIAL CHANGE/CLAIMS DECLARATION**

**(A copy will have equal validity to the original)**

**Note – ‘Claims Made’** – The professional indemnity section of this policy is written on a ‘claims made’ basis, which means that cover applies to matters notified to you during a period of insurance; the policy in force at the time the negligent act occurred does not respond to the claim. Matters should therefore be notified to your insurer immediately you are aware of them, in order to avoid problems with coverage. If your business ceases it is important to maintain insurance on a ‘run-off’ basis because of the ‘claims made’ construction.

**Note – Cancellation** – Generally professional indemnity policies do not contain a cancellation clause. This means that if a policy is cancelled mid-term a pro-rata refund of premium will not be granted. Similarly if paid by direct debit the premium must be paid in full. This policy does not allow for cancellation by you.

**Note – Disclosure of Material Facts** – Every proposer or insured, when seeking new insurance or amending or renewing an existing policy must disclose any information which might influence the insurer in deciding whether or not to accept the risk, what the terms of the policy should be or what premium to charge. You should also disclose all material facts relevant to any claim you make under your policy. If you fail to disclose all material facts, this may render the insurance voidable from inception (the start of the contract) and enable the insurer to repudiate liability (entitle the insurer not to pay your claims). If you are not sure whether a fact is material, you should disclose it. This duty continues throughout the period of insurance.

**We have provided a quotation with a policy summary. It is necessary to refer to a copy of the policy wording for full details of all terms, conditions and exceptions applying. Please advise us immediately if there is anything contained in the quotation, policy summary or this document that you do not fully understand.**

**YOU ARE REQUIRED TO COMPLETE ALL SECTIONS & SIGN/DATE**

### **Name of Company**

**(include all trading styles)**

**I/We accept Blackfriars Terms of Business, the quotation detailed, wording proposed and notes provided.**

**Cover is required, as below, from the following date (insert date):** \_\_\_\_\_

	<b>Professional Indemnity</b>	<b>Public Liability</b>	<b>Employers Liability</b>	<b>Legal Expenses</b>
<b>Insurer</b>	<b>Catlin</b>	<b>Catlin</b>	<b>Catlin</b>	<b>DAS</b>
<b>Required</b>	<b>Yes</b>			
<b>Limit of Indemnity Required</b>	<b>£</b>	<b>£</b>	<b>£10,000,000</b>	<b>Up to £100,000</b>
<b>Premium Including 5% IPT</b>				

**I/We would like to pay the premium(s), as follows:-**

<b>Cheque payable to ‘Blackfriars Group’. Please enclose your cheque now.</b>	
<b>By 10 monthly instalments by direct debit, subject to deposit, acceptance and charges. An application will be sent to you.</b>	
<b>Debit or Credit card (ex Amex/Diners) subject to charge of 1.8%</b>	
<b>Signature of Principal/Director/Member of LLP</b>	
<b>Name of Signatory (Please Print)</b>	
<b>Dated</b>	
<b>RETURN TO:</b> Blackfriars Group, 6 Griggs Business Centre, West Street, Coggeshall, CO6 1NTby fax to 0845 4583796 Or by scan/email to mail@blackfriarsgroup.co.uk	

# A SUMMARY OF YOUR EDUCATIONAL CONSULTANT'S POLICY

The following document provides a summary of some of the key facts about your policy. However, as it is only a summary, please take time to read the full policy document to ensure that you understand the extent of cover provided.

## The Scheme Providers

The Educational Consultants scheme has been arranged by Insurance & Regulation Group Services Ltd and is administered on our behalf by the Blackfriars Group. The Underwriter is Catlin Insurance Company (UK) Ltd.

## Period of Insurance

Unless otherwise agreed, your cover is valid for 12 months and is renewable annually.

## Law applicable to your policy

You and the insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, English law will apply.

## Your Professional Indemnity ("PI") Insurance cover

Your PI policy provides cover for civil liability occurring in the course of your business and which results in a third party suffering (and being able to demonstrate) a financial loss.

In addition to the basic cover, your policy also provides many other features and benefits. Please refer to the policy wording for full details of these.

The maximum payable in respect of any one claim is the amount chosen by you and shown as the 'Limit of Indemnity' in the policy schedule. Unless otherwise stated, costs incurred in the defence or investigation of the claim will be paid in addition to this figure.

Unlike most other insurances, PI operates on what is known as a 'claims made basis', meaning that the policy will only provide cover for claims or circumstances discovered and notified to the Insurer during the period of insurance, rather than errors or mistakes occurring during the period of insurance.

As with all insurance policies, certain exclusions apply and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- Death, bodily injury or disease sustained by any person, or damage to their property, unless arising from negligent advice (this is covered by either an **Employer's or Public/Products Liability Insurance**)
- the Excess
- disputes between you and a current or former employee
- any claim or loss arising out of your use of any motor vehicle in circumstances where the provisions of the Road Traffic Act apply
- your trading losses or trading liabilities
- your liability for liquidated damages or penalties, where this liability only exists because of an express guarantee assumed by you under a contract or agreement
- Asbestos

## Additional covers (where selected – please refer to your quotation or policy schedule)

### Legal Expenses Insurance

Provided in partnership with DAS Legal Expenses Insurance Co Ltd, this cover provides insurance protection against the unpredictability of potential legal or taxation problems up to a maximum of £100,000.

### Employer's Liability ("EL") Insurance

Your EL policy is a legal liability insurance that provides cover for claims made against you by, or on behalf of, an employee who is killed, injured or contracts a disease whilst undertaking work for you during the course of their employment.

The maximum payable ('Limit of Indemnity') in respect of any one accident or event is £10m (limited to £5m in respect of Terrorism), which includes costs incurred in the defence or investigation of the claim.

As stated above, all insurance policies contain certain exclusions and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- Death, bodily injury or disease sustained by an employee whilst working offshore
- Death, bodily injury or disease sustained by any person other than an employee (this is covered by a **Public/Products Liability Insurance**)
- Damage to third party property (this is covered by a **Public/Products Liability Insurance**)

## Public & Products Liability (“PL”) Insurance

Your PL policy is a legal liability insurance that provides cover for claims made against you by, or on behalf of, any party who is killed, injured or contracts a disease (except for an employee), or whose property you damage as a result of your business activities.

The maximum payable in respect of any one claim is the amount chosen by you and shown as the ‘Limit of Indemnity’ in the policy schedule. Unless otherwise stated, costs incurred in the defence or investigation of the claim will be paid in addition to this figure.

As previously stated, all insurance policies contain certain exclusions and you should consult the policy wording for the full list. However, some of the more significant exclusions include:

- Death, bodily injury or disease sustained by an employee whilst in the course of their employment (this is covered by an **Employer’s Liability Insurance**)
- Pollution (although some cover is provided arising from ‘sudden and unexpected’ incidents)
- Professional advice provided for a fee (this is covered by a **Professional Indemnity Insurance**)
- the Deductible
- Asbestos

## Your right to cancel

We hope that you are satisfied with the cover that this policy provides. As this is an annual contract and because of the basis of cover, there is no express provision allowing you to cancel the policy before its renewal date. However, depending upon the circumstances, we may agree to cancel the policy before the end of the period of insurance if you request us to do so. Any such request must be made via Blackfriars Group and include details of the reason(s) behind this.

## If you have a complaint

We strive to provide the highest possible standard of customer service. However, should you feel that our service has fallen below the level expected and you wish to register a complaint, please contact us by writing to:

The Compliance Manager  
Insurance & Regulation Group Services Ltd  
Unit W13 MK:TWO Business Centre  
Barton Road  
Water Eaton Bletchley  
Bucks MK2 3HU

Please quote your policy number and provide full details of your complaint.

If we are unable to resolve your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to receive compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

For other classes of insurance, insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

## About us

Insurance & Regulation Group Services Ltd is a specialist Professional Indemnity Insurance Underwriting Agency and provider of FSA Compliance Services.

We hold full delegated underwriting authority with the capacity and security for our business being provided by Catlin Insurance Company (UK) Ltd.

Insurance & Regulation Group Services Ltd  
Unit W13 MK:TWO Business Centre, Barton Road, Water Eaton, Bletchley, Bucks, MK2 3HU  
Tel: 0870 120 1151 Fax: 0870 120 1152  
e-mail: [enquiries@irgs.co.uk](mailto:enquiries@irgs.co.uk)

Underwriting Agents for Catlin Insurance Company (UK) Ltd  
Registered Office: as above

Authorised and Regulated by the Financial Services Authority

# About our insurance services

## 1. Who are we?

- Blackfriars Insurance Brokers Limited is an independent intermediary.

## 2. We are authorised and regulated by the Financial Services Authority (FSA)

- The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.
- Our FSA Register number is 308518. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. Our permissions enable us to act in relation to non-investment insurance contracts.

## 3. Whose products do we offer?

- We offer a range of products from a range of insurers for general insurance.
- For some products we may use a single insurer or a limited panel, and we will advise you if this is the case.
- We will provide you with details of the insurers approached on request.

## 4. Which service will we provide you with?

- You will not receive advice or recommendation from us for general insurance. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

## 5. What you will have to pay us for this service?

- We are paid by commission that forms part of the premium paid or by a fee that we agree with you before you commit to the insurance or by a combination of these.
- We may also charge a fee in the following circumstances:-
  - £10.00 for a policy renewal.
  - £25.00 for any mid term adjustments to the policy in addition to any insurer charges.
  - £25.00 for cancellation of a policy in addition to any insurer charges.
  - £25.00 for each request for duplicate certificates.
  - £25.00 for each request for duplicate policy documents.
  - £25.00 for provision of insurance details to third parties.
- On request we will tell you how much we have been paid for our services relating to your policy.

## 6. Commission Disclosure

- Prior to the conclusion of each insurance contract, or upon renewal, we will remind you of your right to be advised of the level of commission we receive from underwriters. You are entitled, at any time, to request information regarding commission we may have received as a result of placing your insurance business.

## 7. What to do if you have a complaint

- It is our intention to provide you with a high standard of service at all times but if you wish to register a complaint, please contact us:
  - In writing: to the David J Burton, Managing Director at the above address
  - By e-mail: to [djb@blackfriarsgroup.co.uk](mailto:djb@blackfriarsgroup.co.uk)
  - By telephone: 01270 767327
  - By fax: 01270 768585
- If you cannot settle your complaint with us you may be able to refer to the Financial Ombudsman Service.

## 8. Are we covered by the Financial Services Compensation Scheme (FSCS)?

- We are covered by the FSCS and you may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the claim circumstances.
- For compulsory classes of insurance, advising and arranging is covered for 100% of the claim, without upper limit. For other classes cover is for 100% of the first £2,000 and 90% of the remainder of the claim, again without any upper limit.
- Further information about the compensation scheme arrangements is available from the FSCS.

## 9. Looking after your money

- Your money is held in a client account managed in accordance with FSA statutory trust rules until it is passed to the insurer or returned to you. We will retain any interest earned on this account.
- Some insurers have appointed us as agents for the receipt of money and where this applies they specify the banking arrangements for their money.
- We will only use your money to pay insurers or intermediary brokers for your insurance. As an extra safeguard, we will only take commission from an insurer after we have paid them your premium.

## 10. Payment

- You are responsible for paying premiums by the due date. We have no obligation to fund premiums for you and have no responsibility for any loss you may suffer as a result of the insurer cancelling the policy due to non-payment.
- We normally accept payment by cash, cheque, debit or credit card.
- Direct debit facilities may be available with your insurer. Please ask for details.
- We offer instalment facilities through a single provider, Close Premium Finance, with a 30% deposit and the balance paid over 10 months. We provide details of interest payable if you are interested in this option.

## 11. Your duty of disclosure

- It is your responsibility to provide complete and accurate information to insurers when you take out your insurance policy.
- It is important that you ensure all statements you make on proposal forms, claim forms and all other documents are full and accurate.
- If you fail to disclose any material facts to your insurers at the outset or other relevant time including renewal this may invalidate your insurance and result in all or part of a claim not being paid. If you are unsure what constitutes a material fact you may ask us for guidance.

## 12. Your responsibility to read all documents

- When a policy and related documents, e.g. policy summary, demands and needs statement, are issued you are strongly advised to read them carefully as they form the basis of the cover you have purchased.
- If you are in doubt over any of the policy terms or conditions, please seek our advice promptly.

## 13. Your cancellation rights

- Retail clients have the right to cancel new policies within 14 days of receipt and renewal instructions within 14 days of renewal. If this right is exercised insurers will charge for the cover provided including administration costs. Full details are provided in your policy summary.
- This right is in addition to any other cancellation right retail clients have after expiry of the 14-day period.
- For commercial clients if there is any right to cancellation or refund this is detailed in your policy.
- Our own charges are separate and if the policy is cancelled at any time these will not be refunded.
- Any return premiums allowed by insurers due to cancellation will be reduced by the amount of commission we receive.

## 14. Protecting your data

- Insurers share information with each other to aid the prevention of fraudulent claims. In the event of a claim information is placed on industry registers for analysis.
- Under the Data Protection Act you have the right of access to your personal records held on our files and we will tell you the fee if you ask us for a copy of your information.
- Confidential data is not otherwise shared with other parties unless it is a legal or regulatory requirement.

## 15. What to do in the event of a claim

- If you want to claim on your policy you should use your insurer claim line (details in your policy) or notify us immediately by telephone 01270 767327 or by e-mail to [mail@blackfriarsgroup.co.uk](mailto:mail@blackfriarsgroup.co.uk).
- You should not admit liability nor agree to any course of action, other than emergency measures carried out to minimize the loss, until you have agreement from either your insurer or us.
- Where required we will provide you with reasonable guidance in pursuing your claim for as long as you remain a customer of Blackfriars Insurance Brokers Limited.

## **Blackfriars Insurance Brokers Limited**

6 Congleton Road, Sandbach, Cheshire CW11 1HN

### **16. Quotation validity**

- Quotations are usually valid for 30 days from date of issue but we cannot guarantee this will always be the case.

### **17. Document retention**

- We reserve the right to retain certificates at this office until all payments due under the policy have been made and any cheques cleared through our bank account. By accepting this agreement you agree that delivery of any certificate of insurance to Blackfriars Insurance Brokers Limited shall constitute delivery to yourselves in accordance with statute law.

### **18. Governing law**

- The laws of England & Wales govern this agreement and the parties agree that any dispute arising from it is subject to the exclusive jurisdiction of the English courts.