

Solicitors New Start-up Professional Indemnity Proposal Form



Telephone: 0330 128 9828 I Email: solicitors@championpi.co.uk

Important Notice

This proposal must be completed and signed by a principal, partner, director of the proposer/s. The person completing and signing the form should be authorised by the proposer to do so and should make all reasonable enquiries to enable all the questions to be answered.

All questions must be answered to enable a quotation to be given.

Completing and signing this proposal does not bind the proposers or insurers to enter a contract of insurance. If there is insufficient space to answer questions, please use an additional sheet and attach it to this form.

Practice Details	
Main Trading Name of the Firm ('The Proposer'):	SRA ID:
Principal Address Line One:	
Principal Address Line Two:	
City:	Postcode:
Website Address:	
Main Contact Name:	Telephone Number:
Contact Email:	
Business Entity:	Date Established:
Will the Firm have any branch offices?	Yes No
If 'Yes' please provide the following information:	
Location	Person Responsible





Will the Person responsible be based in the If 'No' please provide details in respect of the			`	/es	No
Where the Proposer is a Sole Practitioner, gabsent	give details of the arrangeme	nts for office supe	ervision when the	e Propo	ser is
Is the Firm applying to be approved as an A If 'YES', please advise details of any externative ABS that are not regulated by the SRA.		, ,		⁄es	No
Please provide details of all other practising service companies of your Firm for which co			re business struc	ctures a	nd
Practice Name:	Type:	Postcode:	Trading Start Date:	SRA II	D:
Practice Name:	Туре:	Postcode:		SRA II	D:
Practice Name:	Type:	Postcode:		SRAII	D:
Practice Name:	Type:	Postcode:		SRAII	D:
Is the firm the successor practice to any pric successor practice notes at the end of this f	or practice ? (If required, plea		Date:	SRA II	D: No
Is the firm the successor practice to any pric successor practice notes at the end of this full 'Yes', please complete the following detail	or practice ? (If required, plea	ase refer to the	Date:	/es	No
Is the firm the successor practice to any pric successor practice notes at the end of this f	or practice ? (If required, plea		Date:		No
Is the firm the successor practice to any pric successor practice notes at the end of this full 'Yes', please complete the following detail	or practice ? (If required, plea	ase refer to the	Date:	/es	No
Is the firm the successor practice to any pric successor practice notes at the end of this full 'Yes', please complete the following detail	or practice ? (If required, plea	ase refer to the	Date:	/es	No
Is the firm the successor practice to any pric successor practice notes at the end of this full 'Yes', please complete the following detail	or practice ? (If required, pleaform for guidance	Date Established:	Date: Succession Date:	/es	No





Are you intending	(either specifical	ly or in principle) t	o expand in the n	ext 12 months by	acquisition?	Yes	No
If 'Yes', please pr	rovide full details						
Please state the	numbers of emplo	oyees:					
Equity Partners*	Salaried/ Fixed Share Principals*	Other Solicitors	Legal Executives	Other Non-Solicitor fee earners	All Other Staff	To	otal
	TillCipais			lee earriers			
* Diagon muscida	detelle femall D	du ain ala an mana	dd of this was a				
^ Please provide	e details for all Pi	rincipals on page	e 11 of this propo	sai form along v	vitn Cv's.		
		rs or otherwise) we ngaged in conduct				Yes	No
addresses stated	above for at leas	t 30 hours each w	eek?				
If 'NO', please pr	ovide full details,	of working arrange	ements in place a	nd how superviso	ry responsibilitie	s are disc	harged.
Did any Principal	obtain their first le	egal qualification o	outside of England	d and Wales?		Yes	No
If 'YES', please of	letail their name(s) below , and prov	vide an up-to-date	Professional CV	for all such indiv	iduals.	
		ee in the Firm inv	olved in any way	in any other busir	ness	Yes	No
undertaking or so If 'YES', please p	•						
n 120 , ploaco p	novido idii dotallo.						
Will the Firm have	e formal procedur	es for verifying qu	alifications includi	ng the taking up		Vaa	N
of references and	d details of previou	us claims record?	amoudono moduli	ng mo taking up		Yes	No
If 'NO', please pr	ovide full details v	vhy not.					





Business Activities

Please provide your projected gross fee income in GBP for first three financial years. Fees should represent clients domiciled/residing in the specified areas.

Financial Year End Date:			
	Projected Income Year 1	Projected Income Year 2	Projected Income Year 3
Total Gross Fee income	£	£	£
Estimated split:			
UK	£	£	£
USA/Canada*	£	£	£
Rest of the World*	£	£	£

^{*} State countries, amounts involved and nature of work undertaken for clients domiciled outside the UK





Please provide the estimated gross fee percentage breakdown for the categories below:

Activity	%	Activity	%
Agency Advocacy		Intellectual Property - Patent	
Arbitration, Adjudication, Mediation		Intellectual Property - Excluding Patent	
Asset Finance & Banking		Landlord & Tenant - Litigious	
Children, Family and Mental Health Tribunal		Landlord & Tenant - Non litigious	
Commercial & Corporate - Public Companies		Lecturing / Expert Witness	
Commercial & Corporate - Exc Public Companies		Litigation not shown elsewhere	
Corporate M&A / MBO		Matrimonial	
Other General Commercial		Marine Law	
Conveyancing (Commercial)		Oaths, Affidavits and Notary Public	
Conveyancing (Residential)		Offices and appointments	
Criminal law		Parliamentary Agency	
Debt Collection		Personal Injury - Defendant	
Defendant Litigious work for Insurers		Personal Injury - Claimant Portal	
EC Competition / Human Rights		Personal Injury - Claimant Non-Portal	
E-commerce / Technology Law		Property Sales, Management and Valuation	
Employment Law		Regulatory	
Environmental		Tax law & Tax Planning	
Financial Advice and Services		Town and Country Planning	
Immigration		Trust, Wills and Probate	
Insolvency		Other work not included above**	
TOTAL (Must Equal 100%)			

**Other Work

Please provide full details of the services provided and percentage of fee income:





Risk Management

Will the Firm be applying for any of the following accreditations?:

Accreditation		
Lexcel	Yes	No
ISO 9001	Yes	No
Cyber Essentials	Yes	No
Other Specialist Quality Mark (please detail)	Yes	No

Will the Firm have:

a)	A new client procedure which involves at least one qualified solicitor and includes intake checks to detect potential money laundering and conflicts of interest?	Yes	No
b)	A file audit procedure in all departments with regular review by a Principal of all files until formally closed (including other Principals' own casework)?	Yes	No
c)	A centralised critical date diary system in operation with procedures in place to deal with staff absence or system failure?	Yes	No
d)	A system for monitoring live cases which have not been billed or worked upon for a specified period?	Yes	No
e)	A central log of all complaints/potential claims?	Yes	No

If 'NO' to any of the above, please explain why not and what alternative processes you have in place to address these issues:

Will you have risk controls in place which mandate that:

a)	Personnel must never disclose to anyone their security details (passwords, codes, usernames etc) by any means regardless of the apparent authority of the person requesting the details?	Yes	No
b)	Exchange of bank details for payments to or from the firm must be made at the outset of a transaction, preferably when meeting the client, where the risk of fraud and restrictions on future changes to bank details can be fully explained?	Yes	No
c)	Changes to bank details must not be accepted by remote means (eg by email or telephone), apart from in exceptional circumstances and only when it has been validated that those changes have been made by your client?	Yes	No
d)	Payments from client account/s must be set up by one person and independently verified/authorised by another against original client bank account name, number and sort-code before funds are transferred?	Yes	No

If 'NO'to any of the above, please explain why not and what alternative processes you have in place to address these issues:





•	If you're looking to undertake Probate work, will you use "Certainty" to ensure you are executing the final and correct Will and Testament?					
If 'N	O', please explain why not and what alternative processes you have in place to address these issu	ues:				
	ase advise which Principal will be responsible for supervision and oversight of the bate department.					
Has	any individual:					
a)	Ever been refused a Practising Certificate by the SRA?	Yes	No			
b)	Ever been granted a conditional Practising Certificate by the SRA?	Yes	No			
наs a)	eany individual: Ever been reprimanded, fined or otherwise sanctioned by the Solicitors Disciplinary Tribunal?	Yes	No			
b)	Ever been the subject of an investigation by the SRA, or practised in any solicitors' practice which was the subject of an investigation by the SRA?	Yes	No			
c)	Ever been the subject of, or practised in a business of any nature which was the subject of, an investigation by any other regulatory or professional body (including the FSA/FCA)?	Yes	No			
d)	Ever been convicted of (or charged with but not yet tried for) any criminal offence involving					
	fraud or dishonesty?	Yes	No			
	fraud or dishonesty? (ES', to any of the above, please provide full details and enclose a copy of all reports issued by or espondence with any regulatory or professional body.		No			





Has	any individual:		
a)	Ever failed to pay or been late in paying any insurance premium or excess contribution?	Yes	No
b)	Ever been refused renewal terms by their insurer due to prior claims experience, non-disclosure, non-payment of premium, non-payment of self-insured excess or dishonesty?	Yes	No
c)	Ever been insured by the Assigned Risks Pool?	Yes	No
	ES', to any of the above, please provide full details and enclose a copy of all reports issued espondence with any regulatory or professional body.	by or relevant	
Plea	se state the number of projected data records processed/stored in the first year:		
Will	you accept payment via Card-not-Present transactions?	Yes	No
If 'Y I	ES', will you use 3rd party payment gateways to process payments?	Yes	No
If 'N	O', please provide details why not:		
	ere any other information that you consider material to the insurance required? ES', please provide details:	Yes	No
Has	aims & Circumstances any partner/principal etc. ever had Professional Indemnity claim made against in previous employment?	Yes	No
If 'Y	ES', please provide details		





Are you aware of any claim(s) made in the last 6 years in relation to work undertaken or supervised against them in previous employment?

Yes

No

If 'YES', please provide details

Cover Required

For what limits of indemnity are quotations required?

£2,000,000	£3,000,000	£5,000,000	£10,000,000
Other	£	£	£

Does the Proposer wish to contribute towards each and every claim?

Contribution Amount	£	£	£
---------------------	---	---	---

Note. In most cases, a contribution will be compulsory

Are you interested in a quotation for the following insurance covers?:

Policy type:	Cover Required?			
Cyber Liability	Yes	No		
Directors & Officers / COLP & COFA Liability	Yes	No		
Office Combined or EL / PL policy	Yes	No		
Employment Practices Liability	Yes	No		
Crime Insurance	Yes	No		
Motor Fleet	Yes	No		
Key Man	Yes	No		

Champion Professional Risks are able to arrange and advise on a wide range of insurance products in addition to Professional Indemnity. Please contact us for more information





Additional Information

Please use the section to provide any additional information:





Principal Information

Please provide full details below and indicate if anyone is a Registered Foreign Lawyer (RFL), Registered European Lawyer (REL) or Non-Solicitor Prinicpal:

Title	Name:	Date of Birth:	Category:	Full Time or Part Time:	SRA No:	Date Qualified:	RFL:	REL:	Non-Solicitor Principal:

Please click here to download our Principal details MS Excel template if required.





Data Protection Notice

Any information provided on this form, which may include sensitive data (e.g. medical history, criminal convictions, age), will be processed by Champion Professional Risks in accordance with our Privacy Policy and will only be used for the purposes of providing insurance cover and handling claims arising.

In the course of our duty as insurance brokers we may be required to provide such data to limited third parties including Insurers and/or circumstance required by law. A copy of the form and any additional documents submitted should be retained for your records.

For full details of our Privacy Policy please visit: http://www.championprofessionalrisks.co.uk/privacy

Please read this paragraph carefully before signing the declaration

It is essential that every proposal, when seeking a quotation to take out or renew any insurance, discloses to the prospective Insurers all material facts and information (including all material circumstances) which might influence the judgement of an Insurer in deciding whether to accept the risk and on what terms.

The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

Declaration

On behalf of the proposer/s, I/we declare that, after full enquiry, the contents of this proposal are true and that I/we have not misstated, omitted or suppressed any material fact or information. If there is any material alteration to the facts and information which I/we have provided or any new material matter arises before the completion of the contract of insurance. I/we undertake to inform the Insurer.

IMPORTANT - Please save a version of the proposal form before signing. Once the form has been signed no further changes can be made.

Date:

Signature of principal / director / partner:

This form allows you to create a digital signature by following the instructions after you click on the signature box.

However, you can instead choose to print and sign the form or send it to us unsigned and we will send you a signature request via email once quotes are agreed and you are ready to proceed with cover.

Please don't forget to attach/send any required additional information to support your submission.

Check List:

COVID-19 Questionnaire Completed

Business Plan (Including ABS Plan if applicable)

3 Years Cash Flow Projections

CV's for all Partners/Principals (Page 11)





Definition of Terms

Employee

Means any person who is or has been under a contract of service for or on behalf of the firm.

Solicitor

Means a Solicitor of the Senior Courts of England & Wales. Where reference is made to a solicitor in the Firm this means any solicitor employed or retained by or otherwise acting for your Firm.

Principal

Means a regulated Principal of the Firm (as defined in the Solicitors' Professional Indemnity Insurance Rules 2011) recorded by the SRA. This includes any solicitor trading as a Recognised Sole Practitioner (or on their own account), and any partner, LLP member or Limited Company director in the Firm (whether a solicitor or not).

If your ownership structure is more complex, for example any independent Recognised Body has an ownership interest in the Firm, we recommend you review the formal definition thoroughly and if necessary contact us for advice.

Senior Management

Means, in accordance with the Insurance Act 2015: those individuals who play significant roles in the making of decisions about how the insured's activities are to be managed or organised. Under Section 4 of the Insurance Act 2015 an Insured must disclose all material circumstances known to its `senior management' and those persons responsible for the Insured's insurance.

Successor Practice

Whenever a solicitors' practice ceases to be carried on as a separate business, there is potential for another practice to be deemed its successor practice. If your Firm is a successor practice to any other practice then the liabilities relating to that practice may fall to be covered by your own Professional Indemnity cover and will need to be taken into account by underwriters.

The formal definition of successor practice in the Solicitors' Professional Indemnity Insurance Rules 2013 is complex and we can only provide a summary here. Your Firm may have become a successor practice in a number of scenarios, for example following a merger with another practice or your taking on work or staff from a ceased practice, even if you did not intend to take on the liabilities of that practice or specifically agreed that such liabilities would remain elsewhere (including under another insurance policy). We recommend that you review the formal definition thoroughly and if necessary contact us for advice.

Fee Income

Means your Firm's gross fee income derived from private legal practice as charged to clients (whether actually paid or not) and excluding VAT.





Activity Definitions

Adjudication work

Acting as a neutral third party engaged by disputing parties to provide a non-judicial resolution of their dispute which is, subject to the terms of any contract between the disputing parties, binding upon them, but excluding arbitration work.

Agency advocacy work

All civil advocacy work, including attendance at a Court or Tribunal for the purpose of such advocacy, done on behalf of another insured Firm, but excluding any work done as a Solicitor working as agent or locum tenens in another Firm.

Arbitration work

Any work done in the discharge or the purported discharge of the functions of an arbitrator in relation to an arbitration to which the Arbitrations Acts 1950-1996 apply.

Children work

Applications made in relation to family proceedings as defined by section 8(3) of the Children Act 1989 and including Parts III and V of the Children Act 1989.

Commercial/corporate work including work for public companies

This covers all work relating to Public Limited Companies, including mergers and acquisitions, corporate insolvency, corporate trusts and taxation.

Commercial/corporate work excluding work for public companies

This covers all commercial and private company work, including mergers and acquisitions, corporate insolvency, corporate trusts and taxation.

Debt collection - small

The collection of judgment debts not exceeding £10,000 or debts without dispute as to liability not exceeding £10,000, and the collection of rents not exceeding £7,500 per property per annum.

Employment work

All non-litigious work that excludes Tribunal work in connection with employment, termination, dismissal, redundancy, discrimination at work and pension rights affected thereby.

Estate agency, property valuation and property management

Property selling whether or not through an estate agency and informal valuations undertaken by the Firm.

Expert witness work

Work done in the capacity as an expert witness.

Financial advice and services regulated by the Solicitors' Regulation Authority

This covers all financial advice and services provided to private individuals, unincorporated bodies and companies where such

work is regulated by the Solicitors' Regulation Authority as a designated professional body under The Financial Services and Markets Act 2000. This does not include Commercial Work including All Company Work (securities related).

Financial advice and services where your Firm has opted into regulation by the Financial Conduct Authority

This covers financial advice and services provided to private individuals, unincorporated bodies and companies where such work is directly regulated by Financial Conduct Authority under the Financial Services and Markets Act 2000. This does not include Commercial Work including All Company Work (securities related).

Immigration work

Advice and assistance on UK immigration and nationality law, including preparation for and representation before Immigration Adjudicators, Special Adjudicators, and any Tribunals or Courts of Justice up to but not including the Divisional Court, the Court of Justice of the European Union, the Commission on Human Rights of the Council of Europe, or the European Court of Human Rights.

Lecturing and related activity work

Work involving the preparation for, and the presentation of, lectures, seminars, training and tuition whether for the purposes of professional skills training, continuing education or otherwise, including the provision of written material for publication.

Mediation work

Acting as a neutral third party engaged by disputing parties to assist them to resolve their dispute by negotiated agreement without resort to adjudication.

Mental health tribunal work

Representation of patients detained under the Mental Health Act 1983 at hearings of the Mental Health Tribunal.

Offices and appointments

As Clerks to City Livery Companies, Dean and Chapters, Drainage Boards, Local Councils, Charities or School Governing Bodies; Diocesan Registrars, Archdeacon's Registrars or Provincial Registrars of the provinces of the Church of England in respect of work covered by an Ecclesiastical Fees Order; Company Secretaries.

Parliamentary agency

All work done in the promotion of or opposition to primary or subordinate legislation.

Town and Country Planning

Includes compulsory purchase, listed buildings and conservation areas work.

Welfare work

Advice and assistance about assessment of a client's entitlement to welfare benefits and for verifying an assessment by the Department of Social Security or other benefit granting bodies such as Local Authorities.