

Professional Liability Insurance for Charities Associations, Societies, Clubs and the like Proposal Form

Important Notice

1. This is a proposal for a contract of insurance, in which 'proposer' or 'you/your' means the individual, company, partnership, limited liability partnership, organisation or association proposing cover.
2. This proposal must be completed, signed and dated. All questions must be answered to enable a quotation to be given but completion does not bind you or the insurer to enter into any contract of insurance. If space is insufficient to answer any questions fully, please attach a signed continuation sheet. You should retain a copy of the completed proposal (and of any other supporting information) for future reference.
3. All facts material to the proposed insurance must be disclosed, fully and truthfully to the best of your knowledge and belief. Failure to do so may make the contract of insurance voidable or severely prejudice your rights in the event of a claim. A material fact is one likely to influence the insurer's assessment or acceptance of the proposal; if you are uncertain what may be a material fact, you should consult your broker.
4. You are recommended to request a specimen copy of the proposed policy wording from your insurance broker and to consider carefully the terms, conditions, limitations and exclusions applicable to the cover.

Section A: General Information

1. (a) Name of charity/association:

(b) Country of registered or principal office

(c) Registered number

Section B: Business Activities

1. (a) Has the charity/association been established for at least twelve months? Yes No

If NO, please answer the following question and provide a business plan/ forecast financials

(b) Date of establishment

2. Are you able to confirm that:

- (a) the charity's/association's activities are solely confined to fund raising and/or the provision of advice or support to an identifiable group or community, and that such advice and support
- (i) does not involve providing any form of treatment and/or medical/surgical care or advice?
 - (ii) does not involve providing any legal, financial or environmental advice?
 - (iii) does not involve undertaking any scientific or medical research?

(iv) is free of any specific charge or fee and is not the subject of a contract for the provision of professional services?

OR

(b) that the charity/association is either a sports, social or recreational society, association or club?

AND THAT

(c) the charity/association does not undertake any certification, examination, licensing or regulatory activities or functions?

Yes No

If NO please provide full details

3. (a) Do the activities of the charity/association involve either:

(i) the provision or running of residential home for, and/or

(ii) the regular care of, training, supervision or sole charge of persons under the age of 18, or of vulnerable adults, by members, employees or volunteers of the charity? Yes No

If YES please answer the following questions

(a) Please provide full details of the charity's/association's activities

(b) Please provide full details of the charity/association's activities policies and procedures to ensure the suitability of such members, employees or volunteers to work with children or vulnerable adults

4. (a) What is the charity's/association's total gross income for its last complete financial year?

£

(b) Provide a percentage breakdown of the source of such income between

(i) Funding from Government, local authorities or Government/local authority agencies

%

(ii) Subscriptions and membership fees

%

(iii) Voluntary income/donations

%

(iv) Fee-generating activities (please complete question 5 (c))

%

(v) Other (please complete question 5 (c))

%

Total

100%

- (c) If income derived from fee-generating activities or 'other' sources please provide full details

N.B you are only insured for those activities declared

- (d) If the charity/ association's total incoming resources are less than £500,000 then please confirm the following:

- (i) The charity/association has a positive operating profit (see 5 (e) below) Yes No
- (ii) The charity/association has a positive net worth (see 5 (e) below) Yes No

- (e) If the charity / association's total incoming resources are more than £500,000 or the answer to any party of 5 (d) is 'no' then please submit a full copy of the latest report and accounts.

5. Can you confirm that:

- (a) you do not anticipate any major changes in these activities in the forthcoming twelve months? Yes No
- (b) there have not been any fundamental changes in the charity's/association's activities over the last five years? Yes No
- (c) the charity's/association's total gross income from each of its last three financial years and its estimated gross income from its current financial year does not vary from one successive year to another by more than ± 25%? Yes No
- (d) no work is undertaken or activities conducted outside of the United Kingdom? Yes No

If NO, provide full details

Section C: Risk Management

1. (a) Can you confirm that the charity's/association's funds are managed by suitably qualified external professional managers? Yes No

If YES please answer question 1 (b)

If NO please answer question 1 (c)

- (b) Can you confirm that
- (i) there has been no change in the external professional managers used by the charity/association within the last three years? Yes No
- (ii) the charity/association and/or its trustees maintain full legal rights against such external professional managers? Yes No

If NO, provide full details

- (c) Please provide full details of who manages the charity's/association's funds, the length of time they have undertaken and their experience in, fulfilling this function

2. Can you confirm the following 'good practice' in respect of all the charity's/association's locations?

- (a) satisfactory written references are always obtained from former employers for the three years immediately preceding the engagement of any employee or volunteer responsible for money, accounts or goods
- (b) all money received by inside staff or volunteers is recorded and banked daily
- (c) employees and volunteers are required to account for money received at least weekly
- (d) petty cash payments are always made against authorised vouchers
- (e) cash in hand and petty cash are checked independently of the employees/volunteers responsible at least monthly and additionally, without warning, at least every six months
- (f) bank statements, receipts, counterfoils and supporting documents are checked at least monthly against the cash book entries independently of the employees/volunteers making cash book entries or paying into the bank
- (g) salaries/wages not paid by credit transfer or crossed cheque are checked independently of the employees/volunteers handling such money
- (h) all payments, other than petty cash and salaries/wages, are made by crossed cheque
- (i) cheques are prepared independently of the signatory to a cheque
- (j) the signatory to a cheque always examines full supporting evidence
- (k) all cheques drawn for more than £5,000 require at least two signatories
- (l) pre-signed cheques are not used
- (m) different employees/volunteers, acting independently, are responsible for ordering, certifying receipt of and authorising payment for goods and services
- (n) on an at least annual basis physical stock and inventory checks are carried out independently of employees/volunteers responsible for the stock

Yes No

If NO, please provide details of your system

3. What is the maximum value of stock at any one location?

£

4. Can you confirm that, in respect of all locations

(a) at least once a year professional external auditors audit the charity's/association's accounts and all computer system installations which are used for financial and stock control purposes?

(b) all auditor's recommendations on security against fraud are implemented to their satisfaction?

(c) the charity/association has not suffered a loss during the past five years through fraud or dishonesty of any trustee, employee or any other person to whom this proposal relates? Yes No

If NO, please provide full details

Section D: Claims History

1. Can you confirm that

(a) no complaints concerning the charity/association have been made to the charity commissioners or any other regulatory or official body or institution?

(b) the charity/association is neither currently or has ever been subject to an investigation by the charity commissioners or any other regulatory or official body or institution?

(c) as far as is known the proposers have never been refused this type of insurance or had a similar insurance cancelled or been quoted increased premium or had special terms imposed?

(d) if any insurance similar to that now being proposed had been or were now in effect any claim which has been made or which is now pending against any person proposed for insurance would not have fallen within the scope of such insurance?

(e) no person proposed for insurance is aware, after enquiry, of any circumstance or incident which they have reason to suppose might afford grounds for any future claim such as would fall within the scope of the proposed insurance

Yes No

If NO, please provide full details

Section E: Insurance Details

1. In the event your previous policy is not insured with Markel please give us the following details:

(a) Name of insurers

(b) Retroactive date

- (c) Limit of indemnity
- (d) Excess
- (e) Premium

2. Quote request

(a) What limit of indemnity is required:

- (i)
- (ii)
- (iii)

(b) What amount of excess would you be prepared to carry in respect of each and every claim:

- (i)
- (ii)
- (iii)

Data Protection Act 1998 – Consent to use of information

The insurer will use the information provided herein to manage the insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, regulatory authorities or to the insurer’s agents providing services on their behalf.

In order to detect and prevent fraud, the insurer may at any time:

1. Share information about the proposer and/or its partners, principals, directors, officers and/or employees with other organisations and public bodies including the Police;
2. Check and/or file the proposer’s and/or its partner’s, principals’, directors’ and/or officers’ details with fraud prevention agencies and databases and if the insurer suspects fraud, the insurer will record this.

The insurer and other organisations may also search these agencies and databases to:

- (a) Help make decisions about the provision and administration of insurance, credit and related services for the proposer, its partners, principals, directors and officers;
 - (b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage the proposer’s accounts and insurance policies;
 - (c) Check identities to prevent money laundering;
3. Undertake credit searches and additional fraud searches.

The insurer can supply on request further details of the databases that they access or contribute to.

Declaration

I the undersigned hereby confirm that I am duly authorised and do give consent to the use of information as set out above.

I also hereby declare that I am authorised to complete this proposal on behalf of the proposer. I undertake to inform the insurer of any material alteration or addition to these statements or particulars which occurs before the commencement of the period of insurance. It is hereby acknowledged and agreed that the terms conditions limitations and exclusions of the policy may be subject to alteration at any time prior to the commencement of the period of insurance should any such material alterations or additions arise. Signing of this proposal does not bind the insurer to offer nor the applicant to accept insurance.

Signed*

Name

Company position

Date

*the signatory should be a director or senior officer of, or a partner of, the company.

NOTICE TO THE PROPOSER

The Insurer

The insurer will be either Markel International Insurance Company Limited or Markel Syndicate 3000 at Lloyd's together with any other subscribing insurer(s).

Prior to any placement being concluded, the proposer will be advised which insurer(s) is/are to write this contract of insurance.

The Law of the Insurance Contract

The parties to this proposed insurance are free to choose the law applicable to the insurance contract. Unless specifically agreed otherwise with the insurer, the proposed contract will be governed by English law.

General Enquiries

If at any time you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact Claims Manager, Professional Liability Division, 20 Fenchurch Street, London EC3M 3AZ.

Complaints Procedures

Markel Syndicate 3000

If you are insured by Markel Syndicate 3000 and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel Syndicate Management Limited (Lloyd's Managing Agent for Syndicate 3000), 20 Fenchurch Street, London EC3M 3AZ or the Policyholder and Market Assistance Team at Lloyd's.

Their address is:

Policyholder and Market Assistance, Market Services, Lloyd's, One Lime Street, London, EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225 e-mail: complaints@lloyds.com.

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Following this complaints procedure does not affect your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

phone: 0800 023 4567 or 0300 123 9123

Markel Syndicate 3000 at Lloyd's of London

Markel Syndicate 3000 is a syndicate at Lloyd's of London. The Lloyd's Managing Agent for Markel Syndicate 3000 is Markel Syndicate Management Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 204953).

Markel International Insurance Company Limited

If you are insured by Markel International Insurance Company Limited and in the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service without affecting your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

website: www.financial-ombudsman.org.uk

email: complaint.info@financial-ombudsman.org.uk

phone: 0800 023 4567 or 0300 123 9123

Markel International Insurance Company Limited

Markel International Insurance Company Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 202570).