



EXPERT WITNESS PROFESSIONAL INDEMNITY PROPOSAL FORM

YOUR BUSINESS DETAILS									
Name of Insured (including any predecessor firms to be insured):									
Address:									
Email:					Date Established: / /				
UKREW Membership (UID) No:									
Number of staff:									
Qualified		Unqualified		Admin		Consultants		Other	

PLEASE NOTE THAT THE COVER UNDER THIS POLICY IS PROVIDED IN RESPECT OF EXPERT WITNESS ACTIVITIES ONLY
For the purpose of this insurance an Expert Witness is deemed to be:
A person who is specialist in a subject presenting his or her expert opinion without having been a witness to any occurrence relating to the lawsuit or criminal case. The expert's work is qualified by evidence of his or hers expertise, training and special knowledge of the relevant subject.

Please provide a description of the activities for which the coverage is required

GENERAL QUESTIONS (This quotation is only valid if you can meet the following criteria, if you do not meet any of the items please contact your Lockton Broker to discuss your options)

- You are currently a member of the UK Register of Expert Witnesses (if you are NOT a UKREW member please complete this form in order that your broker can obtain revised terms)
- You do not undertake any expert witness work in respect of the financial sector/financial services/financial institutions etc.
- Less than 25% of the firm's income is derived from expert witness work undertaken outside of the UK
- During the last 5 years no claims or circumstances have ever been made against the Proposer or any Principal, Consultant, Predecessor or Employee in respect of Professional Indemnity Insurance and Legal Expenses Insurance.
- You have not had any disciplinary action undertaken by any outside professional or regulatory body against any of the Proposer's Principals or members of staff
- You have never been declined and/or cancelled mid-term for their Professional Indemnity or Legal Expenses cover.
- You do not have a registered Entity that is subject to this insurance that is based outside the UK.

INSURANCE REQUIREMENTS (Premiums do not include IPT)

Fee Band	Limit of Indemnity £500,000	Limit of Indemnity £1,000,000	Limit of Indemnity £2,000,000
Up to £99,999.99	£190 + IPT	£220 + IPT	£270 + IPT
£100,000 to £200,000	£225 + IPT	£250 + IPT	£295 + IPT

- For fees in excess of £200,000 please refer to your Broker



Professional Indemnity Insurance:

Policy Wording Reference: Omnyy Lockton Miscellaneous Professions PII V1

Limit of Indemnity Basis: Each and Every Claim, Defence Costs in addition

Insured's Contribution: £500 each and every claim

Jurisdiction & Operations Limit: Worldwide, excluding USA or Canada

Conditions: As per policy Wording

Additional Benefits: Simplified Renewal Endorsement (v3)
Interest Free Instalments are available via Close Premium Finance

Basis of Limit of Indemnity The Limit is available in respect of EACH claim or loss made within the policy period. Where multiple claims or losses arise from the same source or originating source an aggregation of claims may occur and a single limit of indemnity will be applied. (Please note that inner limits may also apply to the individual coverage sections – see policy wordings)

Insurers: Certain Underwriters @ Lloyds

Legal Expenses Insurance:

GBP 250,000 any one claim in respect of costs and expenses

GBP 1,000,000 in the aggregate

Claims and Advice Line: 0333 234 2685

Agreement Number: 11966/18

Abbey Token Reference: FFzKNCpQ

Excess Nil other than

Tax Protection (Aspect Enquiry) - £1,000 any one claim

Own representative – Property Disputes, Criminal Defence, Employee Extra Protection,

Restrictive Covenant and Contract Dispute - £1,000 any one claim

Insurer: Abbey Legal Protection for and on behalf of Markel International Insurance Company Ltd

PLEASE COMPLETE THIS SECTION PRIOR TO SIGNING

Please advise Last Completed Year Fee income: £.....

Inception Date: / /

Current Retroactive Date: / /

Limit of Indemnity Required: £

Premium (ex IPT): £



IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the Professional Indemnity Policy Incepts, you have a duty to make a fair presentation of the risks to be insured under your Professional Indemnity Policy.

A fair presentation of the risk is one:

- which:
 - discloses to us every material circumstance which you know of or ought to know of; or
 - gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to us; and
- in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A *material circumstance* is one that would influence our decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

Any failure to notify us of changes in material information could constitute a failure in your duty to make a fair presentation of risk which may affect the validity or extent of cover under the Policy. Failure to do so could invalidate your Policy or result in a claim not being paid.

IMPORTANT INFORMATION

Please be aware that we cannot provide insurance in circumstances where to do so would be in breach of any *financial or trade sanctions* imposed by the United Nations or any government, governmental or judicial body or regulatory agency.

DECLARATION AND UNDERTAKING *Must be signed by a Principal, Partner, Member or Director, no more than 30 days before cover is required*

I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

If any such facts, expectations and/or beliefs materially change before your Professional Indemnity Policy takes effect I/we undertake to provide details of all such changes to Lockton in order to comply with my/our obligation to provide a fair presentation of the risk to be insured under the Professional Indemnity policy.

Signed By: Dated:

Company:

Please note that by signing this document you are instructing Lockton to place the professional indemnity insurance with Omnyy LLP.

Please note that cover is not in force until Omnyy LLP have confirmed acceptance, at which point Lockton will send you an invoice with a letter confirming cover.



CONFIDENTIALITY AND SECURITY OF INFORMATION

Please read the following carefully as it contains important information relating to the details you have given us. You should show this notice to any other party related to this insurance

We are registered with the Information Commissioner and any information that you provide to us will not be used or intentionally disclosed outside Omnyy LLP by us except in the normal course of underwriting or renewing insurance policies, or for handling any claims, unless:

- a) we have obtained the necessary consent from you;
- b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession. Certain insurance documentation, in the London Market, is lodged on, or communicated by, or through the Insurer's Market Repository in accordance with current market practice and we take all reasonable care to ensure documentation added onto the Repository is true, fair and complete.

DATA PROTECTION ACT 1998

The information, which you provide to us, along with other related information, will be held by Omnyy LLP and/or its agents and used to administer your insurance requirements.

Some of the information you provide may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

Any enquiries about our data protection policy or practices should be addressed to: The Company Secretary, Omnyy LLP, The St Botolph Building, 138 Houndsditch, London, EC3A 7AG.