



**EXPERT WITNESS PROFESSIONAL INDEMNITY
PRE PRICED PROPOSAL FORM**

INSURED DETAILS

Insured Name:

Address:

Telephone:

Email:

Year Established:

Policy Inception Date:

Retroactive Date:

UKREW Membership No:

Total no. of staff:	<input type="text"/>			
<i>Please break the total number of staff down into the following categories:</i>				
Partners	Qualified	Unqualified	Admin /Other	Consultants
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Last Declared Fee Income:

Financial Year Ending:

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:

STATEMENT OF FACT

This quotation is issued on the basis that you can meet the following criteria. If you are unable to meet these then please request a full proposal form for completion.

- 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 had a proposal declined and/or policy cancelled mid-term in respect of Professional Indemnity or Legal Expenses covers.
- You do not have a registered Entity that is subject to this insurance that is based outside the UK.
- You do not have any representation overseas or generate overseas fees in excess of 10%.
- You have not received and do not intend to receive any fees or other income in relation to work undertaken for persons or entities domiciled in the United States of America, its territories and possessions and/or Canada.
- You are currently a member of the UK Register of Expert Witnesses.
- You do not undertake any expert witness work in respect of the financial sector/financial services/financial institutions etc.
- You do not undertake any expert witness work in respect of cladding or fire safety assessments.
- You do not undertake any expert witness work in respect of medical treatment and/or advice.

IMPORTANT NOTICE

YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before the Professional Indemnity Policy incept, 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:
 - 1) discloses to us every material circumstance which you know of or ought to know of; or
 - 2) 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.

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.

PREMIUMS

PROFESSIONAL INDEMNITY

Please select the appropriate rating band and Limit of Indemnity required to obtain the policy premium to be paid:

Fee Band	Limit of Indemnity		
	£500,000	£1,000,000	£2,000,000
Up to £100,000	£275 + IPT <input type="checkbox"/>	£350 + IPT <input type="checkbox"/>	£450 + IPT <input type="checkbox"/>
£100,001 to £200,000	£375 + IPT <input type="checkbox"/>	£450 + IPT <input type="checkbox"/>	£550 + IPT <input type="checkbox"/>

LEGAL EXPENSES

Legal Expenses cover is an **OPTIONAL** coverage and brings additional benefits (see the attached ARAG Legal Expenses Summary document).

An additional premium of **£25.50 plus IPT** will be applicable.

Please tick this box if Legal Expenses cover is required:

PROFESSIONAL INDEMNITY COVER

Policy Wording Reference:	Omnny Miscellaneous PII vApr2021
Limit of Indemnity Basis:	Each and every claim, Defence Costs in addition
Insured's Excess:	£500 each and every claim & £1,500 in the aggregate.
Territorial Limits:	Worldwide excluding USA or Canada
Jurisdictional Limits:	Worldwide excluding USA or Canada
Conditions:	As per Policy Wording Omnny Pandemic Exclusion v2 Fire Safety Exclusion
Basis of Limit:	<p>The limit is available in respect of <u>Any One Claim</u> or loss made within the policy period.</p> <p>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.</p> <p>Please note that inner limits may also apply to the individual coverage sections.</p> <p>See policy wordings for full details.</p>
Underwriters:	Omnny LLP writing on behalf of: Accelerant Insurance Limited 100%

LEGAL EXPENSES COVER

Limit of Indemnity:	GBP 250,000 any one claim in respect of costs and expenses GBP 1,000,000 per annum (in respect of Employment Compensation Awards only)
Excess:	Nil
Underwriters:	ARAG plc for and on behalf of: HDI Global Specialty SE
Claims and Advice Line:	0330 303 1955
Agreement Number:	514892



DECLARATION AND UNDERTAKING

Must be signed by a Principal, Partner, Member or Director, no more than 30 days before cover is require.

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 your 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.



PROFESSIONAL INDEMNITY ENDORSEMENT WORDINGS

FIRE SAFETY EXCLUSION

The following clause forms part of the 'Exclusions' Section to this Policy. The Policy excludes and the Underwriter shall not be liable to the Insured for any Claim or circumstance based on any loss, damage, or any other liability including Defence Costs directly or indirectly arising out of, or in any way connected to or involving: 1. the combustibility, fire safety requirements or fire protection performance of any façade materials, cladding, core, filler, signage, glazing, balconies, doors, composite, insulation, decorative panels, external wall system and/or internal wall system of any building or structure; including but not limited to any component or material used for the external cladding or façades of buildings, insulation, and signage, and the manufacture, assembly, fixing or construction thereof; 2. any aspect of fire safety or fire performance of a building or structure; including but not limited to warning of fire, escape from the building or structure in the event of fire, fire spread, structural integrity, the provision of access and facilities to the emergency services and/or the provision of premises not fit for habitation; 3. any aspect of fire safety or fire performance of a building or structure not falling within 1. or 2. above. All other Policy terms, conditions, limitations and exclusions remain unaltered.

OMNY PANDEMIC EXCLUSION v2

We will not be liable under this Insurance in respect of any loss, damages or defence costs in connection with any Claim, arising out of, based upon or attributable to: a) Coronaviruses; and/or b) Coronavirus disease (COVID-19); and/or c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and/or d) Any mutation of or variation of a), b) or c) above; and/or e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and/or f) Any fear or anticipation of a), b), c), d) or e) above; Provided always that nothing in this exclusion shall operate to exclude any claim or loss arising from the conduct of the Insured's Professional Services. All other terms, conditions, limitations and exclusions of the Policy remain unaltered.