



Application Form for
Professional Indemnity and Liability Insurances

Estate & Letting Agents

This application form must be completed signed and dated by your Principal, Director or Partner

Please ensure that all questions are answered in full and that where further details are requested or there is insufficient space available in the application form any relevant additional information is provided in the box on page 13

Windows 10 users viewing this form in MS Edge or Mac users viewing in Preview may encounter problems saving the information entered. To avoid this, please ensure you have downloaded this form and are viewing it in the latest version of Acrobat Reader.

Proposer Details

1 (a) Full Trading Title (including full names if individuals or partners)

(b) Trading Address (including postcode)

<input type="text"/>	
<input type="text"/>	Postcode

Please provide details of any other Trading Addresses on separate sheets

(c) Correspondence Address (if different from Trading Address above)

<input type="text"/>	
<input type="text"/>	Postcode

(d) Business Description (please provide a full description of all your business activities)

(e) Date Business Established

(f) Website Address*

* (Your website content will **not** be deemed to form part of this application form unless supplied in hard copy form and attached to this proposal form)



Wages and Turnover

2 (a) Total number of staff [] (b) Total annual wageroll £ []

(c) Please provide breakdown of your wageroll and number of employees

Table with 5 main columns: Description, No. of employees, Wageroll *, Work above 10m height?, Work below 1m depth?. Includes rows for Clerical Work and Non-manual Site Work.

Table for Non-manual Site Work with columns for Description, Wageroll, and percentage.

Table for Manual Work with columns for Description, Wageroll, and percentage.

* Required Wageroll Information

Table with 2 columns: Employee type and Required information. Rows include Proprietors, employees under supervision, and self-employed persons.

(d) Does any of the above include work overseas, offshore or on vessels or craft? YES [] NO []

Large empty rectangular box for providing full details if YES.



(e) Please provide details of your turnover as follows (together with an estimate for the forthcoming year)

Turnover Information	Last Complete Financial Year End date ___ / ___ / ___	Current Financial Year End date ___ / ___ / ___	Forthcoming Financial Year End date ___ / ___ / ___
Turnover from work for clients based in the UK, Channel Islands and Isle of Man			
Turnover from work for clients based elsewhere in Europe			
Work undertaken for clients in the USA or Canada where the contracts are subject to local laws			
Work undertaken for clients in the USA or Canada where the contracts are not subject to local laws			
Work undertaken for clients elsewhere in the world			
Total Annual Turnover			

3 (a) Please provide a percentage breakdown of your fee income as follows

Activity	Last Complete Financial Year	Forthcoming Year (Estimate)
Estate Agency – Residential	%	%
Estate Agency – Commercial	%	%
Letting Agency – Residential	%	%
Letting Agency – Commercial	%	%
Rent & Lease Reviews – Residential	%	%
Rent & Lease Reviews – Commercial	%	%
Property Management – Residential	%	%
Property Management – Commercial	%	%
Property Letting (No management) – Residential	%	%
Property Letting (No management) – Commercial	%	%
Provision of Home Information Packs	%	%
Domestic Energy Assessments	%	%
General Insurance commissions	%	%
Mortgage commissions	%	%
Building Society agency fees and commissions	%	%
Other (please provide details on page 13)	%	%
Total	100%	100%



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(b) Are you responsible for the maintenance, condition or refurbishment of any property?

YES NO

If YES is this work undertaken

(i) by you

YES NO

(ii) by third parties appointed by you

YES NO

(iii) by third parties introduced by you to the property owner

YES NO

(iv) by third parties appointed by the property owner without your involvement?

YES NO

(c) Do you require RICS-Compliant Cover?

YES NO

(d) Have you ever valued property for lending purposes?

YES NO

(e) Have you ever sold any of these items by auction?

(i) Property

YES NO

(ii) Antiques

YES NO

(iii) Collectables

YES NO

(iv) Livestock

YES NO

(v) Deadstock

YES NO

If you answered YES to any part of this question, please provide full details

(f) Have you ever undertaken any work involving asbestos or materials containing asbestos?

YES NO

If YES please provide full details



Directors and Partners

4 Please complete the following

Full names of all Directors and Partners	No. of years in this capacity	Professional Qualifications	Date Qualified

More about your Business

5 (a) Do you anticipate any material changes to your activities or the types of contracts in which you are involved in the forthcoming 12 months? If YES please provide full details YES NO

(b) Are you (or any Partner or Director of yours) associated or connected (financially or otherwise) with any other organisation? If YES please provide full details including details as to the nature of the association or relationship details of any work undertaken for such organisation and the income received from such work YES NO

(c) Are all of your contracts subject to English, Scottish or Northern Irish law? If NO please provide full details YES NO

(d) Have you changed your name or been part of a merger de-merger or joint venture or have there been any material changes to your activities in the past 6 years? If YES please provide full details YES NO

(e) Do you have any contract or client which represents more than 30% of your annual income? If YES please provide full details YES NO



(f) Please provide details of your 5 largest contracts undertaken in the past 6 years (or anticipated in the next 24 months if a new venture)

Contract 1	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		

Contract 2	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		

Contract 3	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		

Contract 4	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		

Contract 5	Who were you contracted to?		
	Who was the end client for the project (if different from above)?		
	What was being built, changed or supplied? (type of building or product, business change or service)		
	What was the total cost of the entire project? Please estimate if unknown		
	What was your income from the contract?		
	For what period were you engaged on the contract?	Start date	End date
	What goods or services did you provide?		



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6 (a) Do you currently buy Professional Indemnity Insurance?

YES NO

If YES please confirm

Existing Insurer	Indemnity Limit
Excess	Premium
Renewal Date	Retroactive Date*

*Please note that cover will only apply to work executed after the Retroactive Date. This date can usually be found in the schedule which accompanies your current policy or certificate

(b) (i) Please state/tick the limit(s) for which you require quotations

(ii) Please state the amount of Self Insured Excess you would like to carry. Please note that any terms provided may be subject to a minimum Excess based on the information supplied in this application form

	£250,000	£500,000	£1,000,000	£2,000,000	£5,000,000	£10,000,000	Other (£) Please State	Excess (£) Please State
Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Employers' Liability	N/A	N/A	N/A	N/A	N/A	<input type="checkbox"/>		N/A
Public & Products Liability	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		N/A

(c) Please confirm Employers Reference Number(s) (required for Employers' Liability Insurance)

Company Name	Parent (P) Subsidiary (S)	ERN Number	Exempt? Yes (Y) No (N)	Exempt Reason 1, 2 or 3 Please select from below

1. The entity has no employees
2. All staff employed earn below the current Pay As You Earn (PAYE) threshold
3. The company is not registered in England, Wales, Scotland or Northern Ireland

Sanctions

7 Do your business activities covered under this insurance involve any of the countries subject to sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the EU, UK and USA?

YES NO

If YES please provide full details

Risk Management

8 (a) Do you have a compliance officer or risk manager?

YES NO

If YES please provide the following

Name Number of years with the firm in this capacity Qualifications

(b) Do you ensure that all contracts are subject to terms of engagement which are either industry standard or provided by your Professional Institute or are reviewed and approved by your solicitor?

YES NO

If NO please explain how contractual liability is managed



AIR UNDERWRITING

(c) Do you seek to limit your liability in contract?

YES NO

If YES please state the upper limit at which liability is capped

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If NO please advise why (e.g. clients terms apply)

(d) Do you engage subcontractors or enter into any contracts where you are contractually liable for the actions of subcontractors?

YES NO

If YES please answer the following

(i) What services do they provide?

(ii) What percentage of your annual turnover is paid to subcontractors?

%

(iii) Do you have a clearly defined process for the vetting selection management and control of subcontractors?

YES NO

(iv) Are all subcontractors engaged on contractual terms that either mirror or are at least as onerous as the contractual terms under which you have been engaged?

YES NO

(v) Are all subcontractors required to carry adequate insurance prior to their appointment

YES NO

(vi) What is the minimum limit of Professional Indemnity Insurance that you accept for your subcontractors?

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(e) Are all of your current contracts progressing to timescale within budget and with no unresolved issues or problems?

YES NO

If NO please provide full details

(f) Do you obtain written sign-off from your client at each stage of a design contract prior to commencing the next stage?

YES NO

(g) Do you undertake any due diligence to ensure that prospective clients are financially stable with an acceptable credit rating?

YES NO



Claims

9 In relation to your professional business activities, are you after reasonable enquiry aware of:

(a) any matter which may lead to a claim against you
This includes:

- (i) damage to third party property or bodily injury to any person YES NO
- (ii) a shortcoming or problem in your work known to you which you cannot reasonably put right YES NO
- (iii) a complaint about your work or anything you have supplied which cannot be immediately resolved YES NO
- (iv) an escalating level of complaint on a particular project YES NO
- (v) a client withholding payment due to you YES NO

(b) any loss from the dishonesty or malice of any employee or self-employed freelancer YES NO

(c) any loss from the suspected dishonesty or malice of any employee or self-employed freelancer YES NO

(d) any matter which may give rise to a claim against your predecessors in business or any past director, officer, board member, senior manager or employee YES NO

(e) In relation to Professional Indemnity insurance has any claim, whether successful or not been made against you or your predecessors in business or any past or senior manager or employee (whether previously insured or not), present director, officer, board member? YES NO

If you answered YES to any part of Question 9, please provide full details

10 Have you, your present or former directors, partners or family members involved with this or any other business or living with you ever:

(a) had any previous request for insurance declined or had a previous policy or certificate cancelled voided or had any punitive conditions imposed? YES NO

(b) been declared bankrupt or sequestrated; or declared insolvent; or subject to an Individual or Company Voluntary Arrangement (IVA or CVA), Trust Deed, or Debt Relief Order whether cleared or not? YES NO

(c) been a director or had a controlling interest in any company, firm or business entity which has entered into a voluntary arrangement with creditors or been subject to any application for liquidation, administration, receivership or to enforcement of a judgment debt? YES NO

(d) been disqualified from being a company director? YES NO

(e) been ever subject to any County Court Judgment (or Decree if in Scotland)? YES NO

(f) been convicted of any offence other than a motoring offence which carries a fixed penalty apart from an offence that is now considered 'spent' under the Rehabilitation of Offenders Act 1974? YES NO

(g) been subject to any HSE prohibition or improvement notice? YES NO

If you answered YES to any part of Question 10, please provide full details



Specialist Questions

Cladding

1 Since the year 2000 have you undertaken or will you undertake any contracts where you (or anyone working on your behalf) been involved with or responsible for the:

- (a) Specification
- (b) Selection
- (c) Design
- (d) Manufacture
- (e) Installation
- (f) Certification
- (g) Project management

of cladding or rainscreen systems including those designed by a third party?

YES NO

If you have answered YES to Question1 above, please answer the remaining questions.

2 Are any of these contracts related to multiple occupancy residential properties, mixed-use developments or Public Buildings?

YES NO

In this context, Public Buildings are defined as 'Hospitals and other care sector facilities (including care homes), educational facilities, sports grounds & stadia, hotels and other buildings providing overnight accommodation'

3 Are any of these contracts involved with structures in excess of 18 metres in height?

YES NO

4 Did any of the contracts include the use of ACM/P (aluminium composite materials/panels), ZCM/P (Zinc Composite materials/panels), HPL (high pressure laminates) or ventilated rainscreen systems incorporating PIR (Polyisocyanurate) or PUR (Polyurethane rigid foam) external wall insulation?

YES NO

5 Have you ever completed or contributed to the completion of any Form EWS1: External Wall Fire Review?

YES NO

6 Please provide details of your 3 largest contracts involving relevant cladding in the past 6 years

Contract 1

Who were you contracted to?		
Who was the end client for the project (if different from above)?		
What was being built, changed or supplied? (type of building or product, business change or service)		
What was the total cost of the entire project? Please estimate if unknown		
What was your income from the contract?		
For what period were you engaged on the contract?	Start date	End date
What goods or services did you provide?		



Contract 2

Who were you contracted to?		
Who was the end client for the project (if different from above)?		
What was being built, changed or supplied? (type of building or product, business change or service)		
What was the total cost of the entire project? Please estimate if unknown		
What was your income from the contract?		
For what period were you engaged on the contract?	Start date	End date
What goods or services did you provide?		

Contract 3

Who were you contracted to?		
Who was the end client for the project (if different from above)?		
What was being built, changed or supplied? (type of building or product, business change or service)		
What was the total cost of the entire project? Please estimate if unknown		
What was your income from the contract?		
For what period were you engaged on the contract?	Start date	End date
What goods or services did you provide?		



Specialist Questions

Fire Safety

1 Other than in respect of minor alterations or small extensions (such as residential porches) are designs always sent to Building Control for approval prior to works commencing? YES NO

2 If the client does not want to have building regulations drawings produced and approved by Building Control do you document in writing their decision not to do this? YES NO

3 What steps or processes do you take to ensure that fire protection specified in the designs are installed or constructed per the approved designs?

4 Are the steps or processes in answer to Question 3 above fully documented in writing? YES NO

5 Have you ever been involved with contracts in respect of multiple occupancy residential or mixed use development, public buildings or any buildings in excess of 11 metres in height? YES NO

6 If answer to Question 5 is YES please provide full details/overview of contracts



Important Information

Material Circumstances

IMPORTANT – This policy is a legal contract

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- 1 disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- 2 make such disclosure in a reasonably clear and accessible manner; and
- 3 ensure that in such disclosure any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

You must give careful consideration to who, in your business, knows this information and make appropriate enquiries of your senior management. This includes those people who play a significant role in the making of decisions about how your business activities are to be managed or organised. For example, people who may hold key information could include, but not be limited to, the managing director, finance director, IT manager and HR manager.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

DATA PROTECTION ACT – INFORMATION USES

For the purposes of the Data Protection Act 2018, the Data Controllers in relation to any personal data you supply are Air Underwriting and our Insurers.

Where we arrange an insurance contract for you the use of your data is necessary for you to enter into the contract and for the insurance to operate. If you do not provide the information required we are unlikely to be able to arrange your insurance and may not be able to do any other business with you.

Although we refer to you we may also collect personal data relating to people working for you or for whom you work as well as parties who make claims against you. All personal data will be subject to this policy irrespective of the source.

Insurance Administration

It is Air Underwriting's policy only to process that personal information which is essential to the underwriting of each insurance product requested and it will only process your data for the purposes of insurance administration at all times in a lawful manner.

In addition your information will also be used for the purpose of insurance administration by the insurer and its associated companies and agents by their reinsurers and by your insurance intermediary.

It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing Air Underwriting's or the insurer's compliance with any regulatory rules or codes. Your information may also be used for offering renewal research and statistical purposes and crime prevention. It may be transferred to any country (including countries outside the European Economic Area) for any of these purposes and for systems administration. Where this happens we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for as set out in this notice.



In the case of personal data with limited exceptions and on payment of the appropriate fee the data subject has the right to access and if necessary rectify information held about them. You or they may have the right to object to or restrict our processing of your or their personal information however if you or they do we may be unable to continue to provide services to you and this may mean that we are unable to process your enquiry or claim or that your insurance cover will stop. Additionally, you or they may require us to erase such data from our records. In all instances such request should be sent to the Managing Director at Air Underwriting.

In assessing any claims made the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions).

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Credit Searches and use of Third Party Information

To ensure we have the necessary facts to assess your insurance risk, verify your identity, to help prevent fraud and to provide you with our best premium and payment options, we may obtain information relating to you and your business from third parties at quotation and renewal and in certain circumstances where policy amendments are requested. This information may include a quotation search from a credit referencing agency which will appear on your credit report and will be visible to other credit providers. It will be clear that this is a quotation rather than a credit application by you to pay by monthly instalments.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this renewal you will signify your consent to such information being processed by the insurer or its agents.

Data Retention

We only process personal data where it is necessary to do so for the purpose of general insurance intermediation and it is currently our policy to hold such data indefinitely to guarantee that we are able to reply promptly and accurately to any query that may arise in the future.

Automated Decision Making

We utilise automated decision making in certain cases (where we provide products to insurance providers who transact business online) but the cover and risk selection criteria are the same as we deploy offline and decisions are reinforced manually in all cases post sale.

We do not undertake automated client profiling and you always have the right to have your policy underwritten offline if you wish to opt out of automated decision-making but this may mean your insurance costs more because of the increased cost of servicing business in this way.

If you have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to your insurance adviser.

Your insurance adviser and your insurers are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- 1 Share information about you with other organisations and public bodies including the Police;
- 2 Undertake credit searches and additional fraud searches;
- 3 Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used.

We and other organisations may also search these agencies and databases to:

- 1 Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- 2 Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- 3 Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- 4 Check details of job applicants and employees.



Claims History

- 1 Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database;
- 2 We may search these databases when you apply for insurance in the event of any incident or claim or at the time of renewal to validate your claims history or that of any person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under this policy.

Choice of Law

The appropriate law as set out below will apply unless you and we agree otherwise:

- 1 The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
- 2 In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business; or
- 3 Should neither of the above be applicable, the law of England and Wales will apply.

Declaration

I/we declare that the information given is to the best of my/our knowledge and belief correct and complete and that this proposal makes a fair presentation of the risk to insurers

If the risk is accepted I/we undertake to pay the premium when called upon to do so I/we understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes

Please remember to print this form and sign in the space below before sending the completed form – either in hard copy or as a scanned PDF – to your Insurance Advisor

Signature of Principal/Director/Partner:		
Name	Position	Date