

The products on this proposal form are designed for letting agents and arranged by Hamilton Fraser.

1. Your details

Full name

Address

Postcode

Telephone Mobile

Email

What was your annual income for the last completed financial year? £

(If you have not yet completed a full financial year, please provide an estimation of income)

In which year was your business established?

What is your wageroll for the forthcoming year? £

Please confirm your HMRC Employers Reference Number

You must provide the HMRC ERN if you require employers' liability insurance to cover an employer in England, Scotland, Wales or Northern Ireland. This is mandatory information that we will provide to the Employers' Liability Tracing Office (ELTO).

If your business does not have an HMRC Employers Reference Number (ERN), please confirm the reason for this from the following:

- all employees earn less than the PAYE threshold;
- the business is registered in Jersey or Guernsey;
- the business does not have any employees.

Additional employers and subsidiary companies

Do you have any additional UK employers or subsidiary companies covered for employers' liability insurance by this policy? Yes No

If this insurance policy will be required to cover employers or subsidiary companies other than the main insured company above, please refer to your broker who will provide you with a supplementary sheet to complete.

Are you a member of the Royal Institution of Chartered Surveyors? Yes No

2. Cover

Please select from the following cover option in order to obtain a quotation.

Professional indemnity	
Limit of indemnity (any one claim excluding defence costs)	Required
£250,000	<input type="checkbox"/>
£500,000	<input type="checkbox"/>
£1,000,000	<input type="checkbox"/>
£2,000,000	<input type="checkbox"/>

Property		
Cover	Sum insured required	Excess
Buildings	£	£250
General contents	£	£250
Computers and ancillary equipment	£	£250
Portable equipment including laptops (UK)	£	£250

Business interruption		
Cover	Sum insured required	Excess
Loss of income including increased costs of working	£	nil
Loss of gross profit	£	nil
Increase costs of working	£	nil
Additional increased costs of working	£	nil
Outstanding debts	£	nil
Indemnity period required	12 months <input type="checkbox"/>	24 months <input type="checkbox"/>

Liabilities – only available if either professional indemnity or property cover is selected			
Cover	Select if required	Limit of indemnity	Excess
Employers' liability	<input type="checkbox"/>	£10,000,000	nil
Public liability – please choose limit of indemnity of £1m, £2m or £5m	<input type="checkbox"/>	£	£250
Directors and officers' liability – please choose limit of indemnity of £50,000 or £100,000	<input type="checkbox"/>	£	nil
BusinessHR	<input type="checkbox"/>	Not applicable	nil

Additional cover	Select if required	Limit of indemnity	Excess
Hacker damage	<input type="checkbox"/>	£100,000	£150
Commercial legal protection	<input type="checkbox"/>	£250,000	£200

3. Statement of fact

You confirm that the facts stated below are true. These statements, and all information you or anyone on your behalf provide before we agree to insure you, are incorporated into and form the basis of the policy.

If you are unable to comply with the Statement of fact, please declare it as material information in section 7 below.

If anything in these statements is not correct, or if any material information is not disclosed, and you subsequently accept our offer of insurance, we will be entitled to treat the insurance as if it had never existed.

Business activities

1. You are a letting agent who is a member of the National Landlords Association or any other similar association.
2. The majority of your principals have at least three year's relevant experience or qualifications.
3. Your business activities have not changed in the last six years.
4. All your fees are derived from clients domiciled in the UK or Republic of Ireland.
5. All your work is carried out in the UK or Republic of Ireland.
6. For non-UK or Republic of Ireland resident landlords you comply with the HMRC non-resident landlords scheme guidelines.
7. You do not undertake any contracts with a value in excess of £2,000,000 or €3,000,000.
8. You do not undertake any manual work away from the premises other than the erection or dismantling of signage.
9. You undertake some or all of the following acceptable business activities:
 - a. quantity surveying in England, Scotland and Wales;
 - b. estate agency and lettings;

- c. council tax rating;
 - d. stocktaking;
 - e. arbitration and expert witness;
 - f. planning supervisor;
 - g. domestic energy assessment (part of HIP);
 - h. auctioneering of livestock and chattels;
 - i. residential property management;
 - j. town planning;
 - k. survey or valuation work, for probate or insurance purposes only.
10. You undertake some or all of the following, but only as an introducer to a third-party:
- a. mortgage broking and sales;
 - b. independent financial advice;
 - c. insurance agency;
 - d. building society agency;
 - e. conveyancing services;
 - f. general insurance sales.
11. You do not undertake any of the following business activities:
- a. auctioneering of fine art, antiques or bloodstock auctioneering;
 - b. asset management;
 - c. investment agency;
 - d. commercial property management;
 - e. project management or project co-ordination over a maximum contract value of £5,000 or where the income derived from such work exceeds 5% of your turnover;
 - f. project monitoring work for funders;
 - g. insurance agency, other than as an introducer to a third-party;
 - h. mortgage broking and sales, other than as an introducer to a third-party;
 - i. building society agency, other than as an introducer to a third-party;
 - j. conveyancing services, other than as an introducer to a third-party;
 - k. general insurance sales, other than as an introducer to a third-party.
12. You have never undertaken any of the following business activities:
- a. survey or valuation work, other than for probate or insurance purposes;
 - b. independent financial advice, other than as an introducer to a third-party;
 - c. pensions or pension funds;
 - d. endowments;
 - e. life assurance;
 - f. unit trusts or investment trusts;
 - g. private client portfolio management;
 - h. trusteeship;
 - i. construction related activities in the Republic of Ireland, including the following:
 - quantity surveying;
 - project management;
 - project co-ordination.

Minimum security requirements

The following applies to the business premises listed in section 1, for which property cover is required.

1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key-operated multi-point locking system having at least three locking bolts.
2. Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key-operated security bolts to engage the door frame.
3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb-turn mechanism.
4. All ground and basement level opening windows and any upper-floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- i. the local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and
- ii. the provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Construction and location

1. The premises is constructed with walls of brick, stone or concrete and roofed with slates, tiles or profile metal.
2. The premises is heated by a conventional electric, gas, oil or solid fuel central heating system.
3. The electrical installation at the premises is inspected at least every five years by a qualified electrician and all defects are remedied accordingly.
4. The buildings are free from cracks or other signs of damage that may be due to subsidence, landslip or heave and have not previously suffered damage by any of these are not in a known subsidence area.
5. To the best of your knowledge, the premises:
 - a. have not been affected by flooding; and
 - b. are not within 500 metres of any water source.;
6. The building is not constructed with a flat roof.

Additional criteria

1. If hacker damage cover is required, you have virus protection software operating on your network which is updated daily and all electronic files are backed up on your system at least weekly, with these being stored off site.

2. If directors and officers' liability cover is required, you confirm:
 - a. your business is a limited company;
 - b. you have been trading for at least two years and have made a profit in the last year and declared a positive net worth in the latest accounts;
 - c. your accountant has not qualified their opinion in the latest annual accounts;
 - d. you have no assets or turnover outside the United Kingdom or Republic of Ireland;
 - e. there have been no claims or investigations made against the company, it's directors, officers or employees in the last five years which may have given rise to a claim under this policy had it been in force.

4. Claims and losses

If you are unable to comply with the Claims and losses statements below, please declare it as material information in section 7.

You confirm the following statements to be true:

1. In the last three years the total value of all claims or losses made against you or your predecessors in business, or any past or present partner, principal, director or employee, whether successful or not, do not exceed £500 and there have been no claims of a repetitive nature for any of the property covers proposed.
2. In the last six years, no disciplinary proceeding by a regulatory body has been brought against you or your predecessors in business, or any past or present partner, principal, director or employee.
3. You are not aware after reasonable enquiry of any matter which may lead to a claim against you. This includes, but is not limited to:
 - a. a shortcoming or problem in your work known to you which you cannot reasonably put right;
 - b. a complaint about your work or anything you have supplied which cannot be immediately resolved;
 - c. an escalating level of complaint on a particular project;
 - d. a client withholding payment due to you after any complaint.
4. You are not aware of any loss from the dishonesty or malice of any employee or self-employed freelancer.
5. You have not had an insurance or proposal cancelled, withdrawn, declined or made subject to special terms.
6. You are not aware, after enquiry, of any potential disease or injury to an employee that may give rise to a claim.
7. You are not aware of any fact, circumstance, allegation or incident likely to give rise to a claim.
8. You have not been convicted or charged with any offence, other than a motoring offence or conviction spent under the Rehabilitation of Offenders Act 1974.

5. Insurance details

Important notice for your protection

Within 30 days of receipt of your instructions to proceed, you will be sent policy documents which contain full details of your cover and other important information. Please take time to read these documents carefully, particularly noting the policy exclusions and limitations.

Please ensure that the details in the policy documents are correct.

In the event that you change your mind you have 14 days to cancel the policy and, providing that no claims have been made, receive a full refund. After that period you or we can cancel your policy by giving 30 days notice.

6. Acceptance

If you accept the quotation we provide when would you like cover to commence?*

*Please note that you can choose for cover to commence on any date within 30 days from when you sign this form. The commencement date cannot be in the past. Your application will be rejected if you choose a commencement date in the past or more than 30 days in the future.

7. Material information

If you are unable to comply with the statements in sections 3 and 4 above, please provide us with details below. You should also provide us with details of any other information which may be relevant to our consideration of your proposal for insurance. If you have any doubt over whether something is relevant, please let us have details.

If any material information is not disclosed we will be entitled to treat the insurance as if it had never existed.

8. Data protection

By signing this proposal form you consent to Hiscox using the information we may hold about you for the purpose of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.

Employers Liability Tracing Office (ELTO) and your data

Your policy details will be added to the employers liability database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at www.elto.org.uk

9. Declaration

I/We declare that (a) this proposal form has been completed after proper enquiry; (b) its contents are true and accurate and (c) all facts and matters which may be relevant to the consideration of my/our proposal for insurance have been disclosed.

I/We undertake to inform you before any contract of insurance is concluded, if there is any material change to the information already provided or any new fact or matter arises which may be relevant to the consideration of my/our proposal for insurance.

I/We understand that non-disclosure or misrepresentation of a material fact or matter will entitle the insurer to avoid this insurance.

I/We agree that this proposal form and all other information which is provided are incorporated into and form the basis of any contract of insurance.

Name

Position within the company

Signature

Date

Please return this proposal form to your broker once it has been completed.

A copy of this proposal form and any other information supplied to us for the purposes of obtaining this insurance should be retained for your records.

10. Complaints

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance contact Hamilton Fraser:

Telephone: 0345 310 6300

Email: complaints@hamiltonfraser.co.uk

Address:

Hamilton Fraser
1ST Floor,
Premiere House,
Elstree Way
Borehamwood
WD6 1JH

If you are dissatisfied with the way Hamilton Fraser handle your complaint you may be eligible to refer your complaint to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

If for any reason we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). For further information visit www.fscs.org.uk.