

**Crime Insurance  
for Solicitors  
Application Form**



*specialist professional liability insurance brokers*

**1. Premium Indications**

I/we confirm that I/we wish to apply for 12 months cover on the following basis (Please tick as appropriate):

Limit of Indemnity	Total Gross Fee Income for the last complete Financial Year				
	Less than £1,000,000	£1,000,000 to £2,000,000	£2,000,001 to £5,000,000	£5,000,001 to £10,000,000	£10,000,001 to £25,000,000
<b>£ 500,000</b>	£ 806.00	£1,007.50	£1,137.50	£1,527.50	£2,015.00
<b>£1,000,000</b>	£1,240.00	£1,550.00	£1,750.00	£2,350.00	£3,100.00
<b>£2,000,000</b>	£2,000.00	£2,500.00	£2,750.00	£3,450.00	£4,250.00
<b>£3,000,000</b>	£2,680.00	£3,350.00	£3,700.00	£4,750.00	£5,500.00
<b>£5,000,000</b>	£3,400.00	£4,250.00	£4,950.00	£5,500.00	£6,250.00

- The Limit of Indemnity is in the aggregate (in all) and is inclusive of all costs and expenses.
- An Excess will apply of either:
  - £5,000 each and every claim for Firms with a gross fee income of under £5,000,000
  - £7,500 each and every claim for Firms with a gross fee income of over £5,000,001.
- Cover is as per the ULP Crime Policy Wording, a copy of which is available upon request and provides cover for 1<sup>st</sup> Party losses only (i.e. theft of your own money/assets).
- All premiums are subject to 12% Insurance Premium Tax.
- Cover is provided by an established 'A' rated Insurer.

The premium indications above are subject to the Insurer accepting your application. Please note that cover will not be in place until the premium has been paid and confirmation has been provided to you in writing (via email).

**2. Firm Details**

a) Full Name of the Firm(s) including all other names under which you practice and any other entities for which you are seeking cover:

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b) Principal Address:

	Post Code:
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c) Total Gross Fee Income for the last complete Financial Year:

£	Year End:
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d) Contact Details:

Name:	Telephone Number:	Email Address:
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### 3. Finance Procedures

a) Are your Office/Business Account bank statements independently reconciled by persons not authorised to deposit or withdraw funds, issue transfer instructions or dispatch funds?	<b>Yes</b>	<b>No</b>
b) Are supporting documents always validated before payments are authorised from the Office/Business Account(s)?	<b>Yes</b>	<b>No</b>
c) Do you always confirm by telephone with the supplier any request for changes to their bank details using only the contact number originally provided?	<b>Yes</b>	<b>No</b>
d) Do you always confirm in writing any request for changes to supplier bank details, with changes being implemented only after the supplier has the opportunity to verify or challenge it?	<b>Yes</b>	<b>No</b>
e) Is senior management approval always required to change supplier bank details before the change is processed, such approval being given after review of the underlying request and the record of its verification?	<b>Yes</b>	<b>No</b>
f) Do you have a formal method or recording supplier bank details and is there a dual control process in place to make any amendments?	<b>Yes</b>	<b>No</b>
g) Is the first payment to a new supplier bank account always capped and confirmation of receipt from the supplier always obtained before any further payments are made to that account?	<b>Yes</b>	<b>No</b>

If you have answered 'No' to any of the questions above, please supply full details on the Firm's Headed Notepaper

### 4. Claims Information

a) Has the Firm suffered any claim or financial loss (whether insured or not) during the past six years?	<b>Yes</b>	<b>No</b>
b) After making reasonable enquiry of all Partners, Members, Directors and Employees of your Firm, are you aware of any error, omission, fact, event or circumstance that could give rise to a claim under this proposed Insurance?	<b>Yes</b>	<b>No</b>

### 5. Data Protection

By signing this Application Form you consent to Universal Legal Protection Ltd ('ULP') using the information we hold about you for the purpose of sourcing Crime Insurance, and to process sensitive personal data about you where this is necessary. This will mean passing on your details to third parties for the purposes of seeking such offers of insurance. The information provided by you will be treated by us in confidence and, where appropriate, in compliance with the relevant Data Protection legislation (ULP's Data Protection Registration Number is Z8243277). 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.

### 6. Declaration

I/we declare that I/we have made a fair presentation of the risk, by disclosing all material information which I/we know or ought to know or, failing that, by giving the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

I/We hereby consent to the use and disclosure of information including personal data for the purposes of and as set out in the section above entitled "Data Protection".

SIGNED FOR AND ON BEHALF OF THE PROPOSER(S):		POSITION:	
NAME:		DATE:	

**PLEASE RETURN THIS COMPLETED APPLICATION FORM TO**  
[kmansfield@ulpltd.co.uk](mailto:kmansfield@ulpltd.co.uk)

## Important –Duty to Make a Fair Presentation of the Risk/Disclose Material information

From 12 August 2016 the duty of disclosure for commercial Insurance contracts changes with the implementation of the Insurance Act 2015 (“the Act”).

Under the Act you have a new duty to make “a fair presentation of the risk”. To meet this duty you still need to disclose all material information to Insurers which is known to you (or which ought to be known to you). Information is material if it would influence the judgement of a prudent Insurer in establishing the premium or determining whether to underwrite the risk and, if so, on what terms. Material information does not necessarily have to actually increase the risk of the insurance under consideration.

Under the Act you will be deemed to know information if it is known to any individuals in the categories below:

- a) anyone within your business in a senior management or decision making role, and
- b) anyone responsible for arranging the insurances.

Furthermore, under the Act, you “ought to know” what should reasonably have been revealed by a reasonable search for information held internally or externally (including by any third parties to whom services are outsourced, consultants and agents).

In order to be able to argue that you have satisfied the duty, should an Insurer allege that you have not, you must now do the following:

- 1) carefully consider who are the individuals who may fall into categories a) or b) above, record this in writing and explain your reasoning;
- 2) make enquiries of those individuals as to whether they are aware of any material information (having explained to them what this means);
- 3) record the results of these enquiries in writing; and
- 4) consider whether any material information could be held anywhere other than with the individuals identified at a) and b). If so, you will need to carry out a reasonable search.

This could mean making enquiries of individuals or may in some circumstances mean having to carry out an electronic and/or physical search of records.

It is important to bear in mind that if material information is held by third parties such as accountants or lawyers, or internally by branch offices, even if it is not known to the individuals you have identified at paragraphs a) and b), it may need to be disclosed.

Please note that you must not rely on information that may be held by us in relation to other policies that we may place on your behalf. You must ensure that all relevant information is provided to us for each and every policy that we place on your behalf. We accept no liability to you in this respect.

Your enquiries must cover all relevant group companies, branch offices etc. and the relevant personnel within them. You must ensure you make a full written record of the search made and the responses provided to ensure that you have evidence in the event of any claim being made.

In completing this Application Form for your Insurer, the accuracy and completeness of all answers, statements and /or information is your responsibility and it is of paramount importance that all relevant information is provided and that it is accurate. If you become aware of any material information that you supplied before the contract of insurance is finalised is incorrect or has been omitted, you should inform us immediately. If you are unsure if information is material you should disclose it.

### **What are the consequences of not making a fair presentation of the risk?**

Under the Act, in the event that there is a breach of duty to make a fair presentation of the risk, the remedies available to Insurers will vary dependent on whether the breach is deliberate or reckless or otherwise. For deliberate or reckless breaches the Insurer may avoid the contract, refuse all claims and retain the premium paid.

For other, non-fraudulent or non-reckless, breaches the remedy will depend on what the Insurer would have done had a fair presentation of the risk been made. If the Insurer would not have accepted the risk he can avoid the contract but must refund premiums paid. If the Insurer would have accepted the risk on other terms, the contract is to be treated as if those terms applied. In the event that a higher premium would have been charged, any claims payments can be reduced proportionately. This latter provision is especially important because if Insurers can show that they would have charged only a modest additional premium, the impact on a claim could be disproportionately large.

For certain policies the Insurer may change the remedies available to them from those described above. In such circumstances we will inform you of the changes and what this means for you.

This application form must be completed in ink by an authorised individual or principal of the Firm. **All** questions must be answered. If there is insufficient space to provide answers, additional information should be provided on the Firm's headed paper.

**Failure to present Insurers with information in an appropriate manner may adversely influence the ability of Insurers to offer terms and for you to evidence that a fair presentation of the risk has been made to Insurers.**

Please note that cover is not in place until confirmation has provided writing and it is possible that the Insurer could amend the terms and/or decline cover if the application is not acceptable to them.

If you have any queries regarding this Application Form or the points raised in this statement please contact us.