



# The Liability Company.

LIABILITY MATTERS

## Professional Indemnity for Miscellaneous Activities Proposal Form

The policy will only respond to claims and/or circumstances, which are first made against you and notified to the Insurers during the policy period. The policy will not provide cover for:

- Events that occurred prior to the retroactive date of the policy (if specified).
- Claims made after the expiry of the policy period even though the Wrongful Act giving rise to a claim may have occurred during the policy period.
- Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form.
- Claims made, threatened or intimated prior to the commencement of the policy period.
- Facts or circumstances in your knowledge prior to the policy period, which you know had the potential to give rise to a claim under the policy.

### Disclosure

**You must disclose to the Insurer all information which is material to it in deciding whether to issue insurance cover to you, including any facts or conduct which might lead to a claim being made against you. Failing to do so could affect your rights to indemnity.**

If you do not understand any part of this document, please contact your broker before you sign it. You will be bound by the answers which are given, and by the information provided by you in the proposal form. It is in your interest to make sure that all information is properly understood. If you are in any doubt, discuss the issue with your broker or disclose the information to the Insurers.

### Attachments

**Before you return this form, have you included the following (please indicate yes or no)**

**Standard client contract agreement**

Yes

No

**Company brochure/ additional information**

Yes

No

**Claims information (if relevant)**

Yes

No

The Liability Company (Pty) Ltd

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The Liability Company is an authorised financial services provider (FSP 50828)

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Underwritten by:

**MUTUAL & FEDERAL** | risk financing

A member of the  **OLDMUTUAL** Group

### 1. Client information

Name of the firm or company (include list of subsidiaries if cover is required for them under a separate sheet)

Company Registration Number

Phone number or cellular

VAT Registration Number

Email

Date when first established

Web address

### 2. Address and contact details (include branches to be covered)

Address

Address

Suburb

Suburb

Postal code

Postal code

Phone number

Phone number

Email

### 3. Directors/Partners/Principles

Name	Qualification/s	Date qualified	Length of service

### 4. If sole director or principle, please answer the following

a. Is this a part-time occupation?  Yes  No

b. If yes, please give brief details of present full-time occupation.

c. Are your full time employers aware of these activities?  Yes  No

### 5. Connections or associations

Are you connected or associated (financially or otherwise) with any other firm, company or organisation?  Yes  No

**6. Project partnership/s**

Are you a member of a consortium or group practice or engaged in any single project partnership?

Yes  No

If yes, please give the names of other members/partners and their capacities in the consortium/partnership. Full information is required

**7. Please give the total number of**

a. Partners/Directors/Principles

b. Qualified Staff

c. Other Staff (excluding Admin)

d. Administrative Staff

e. Contract Hired Staff

**8. Activities**

a. Please provide a full description of all your activities

b. Please categorise the activity outlined above and indicate the gross fee income derived from each activity together with the approximate percentage of the gross fee income this represents.

Category of Activity	Gross Fee Income	% of Gross Fees
	R	%
	R	%
	R	%
	R	%
	R	%

c. Do you anticipate any major changes in these activities in the next 12 months?

Yes  No

If yes, please supply full details

d. Are you involved in the manufacture, construction, alteration, repair, installation or sale or supply of products?

Yes  No

If yes, please supply full details

**9. Gross fee income split**

Please give the amount of gross fee income split by territory for the last three years and an estimation for this current financial year (excluding VAT and Disbursements)

Financial Year	South Africa	Outside RSA, including EU	USA/Canada
Previous			
Present			
Future			

Please advise the date of your financial year end

### 10. Largest clients

Please list your five largest clients and state the total fees received from each

Name of Client

Fees Received

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### 11. Contract, agreement or letter of appointment

Do you use a standard form of contract, agreement or letter of appointment?

Yes  No

If yes, please enclose copies used

### 12. Subcontractors

Do you make use of any sub-contractors?

Yes  No

If yes, please give full details including:

(a) Do you require sub-contractors to carry insurance?

Yes  No

Minimum Limit of Indemnity you require them to maintain

R
%

(b) What percentage of your fees are paid to sub-contractors?

### 13. Previous insurers

Have you previously been insured and/or are you currently insured?

Yes  No

If yes, please give:

a. Name of Insurers

Limit of Indemnity

b. Date of expiry

If "No", please note that Retro-Active Cover is not an option available to you.

(Retro-Active cover – back cover – The date which any claim made against you will be indemnified in terms of the policy. This date is normally inception of the policy, however, retro-active cover may be purchased for up to three years at an additional premium subject to you being insured currently.)

If Retro-Active Cover is required, for what period?

1 yr  2 yrs  3 yrs

### 14. Claims

Have any claims alleging any negligent act, error or omission (successful or otherwise) been brought against you, your predecessors in business, or any present or past Partners, Principals or Directors?

Yes  No

If yes, have such matters been notified to current or previous Insurers?

Yes  No

Please provide full details

**15. Full inquiry details**

Are you or any of the Partners, Principals or Directors, after having made a full enquiry, including of all staff, aware of any of the following matters?

- a. Any circumstances which may give rise to a claim against you, your predecessors in business, or any past, present or future Partners, Principals, Directors or Employees?  Yes  No
- b. The receipt of complaints, whether oral or in writing, regarding services performed or advice given by you, your predecessors in business any past or present Partners, Principals, Directors and Employees?  Yes  No

If yes, please give full details

**16. Previous insurance**

Have you at any time been refused similar insurance, or had special terms imposed?  Yes  No

If yes, please give full details

**17. Limit of indemnity**

What Limit of Indemnity do you require?

**18. Deductible**

What Deductible are you prepared to carry?

In deciding which Limit of Indemnity and Level of Deductible to select, consideration should be given to factors affecting your risk profile. These factors include: the nature and complexity of work undertaken; contractually agreed limits of liability (if any), requirements of your clients, and/or exposure to third party claims.

**19. Extensions**

Do you require any of the following extensions?

- a. Public Liability  Yes  No
- b. Defamation  Yes  No
- c. Liability following Employee Dishonesty  Yes  No
- d. Loss of documents  Yes  No
- e. Fee Recovery  Yes  No
- f. Claims Preparation Costs  Yes  No
- g. Joint Venture and /or Consortium Agreements  Yes  No
- h. Statutory Defence Costs  Yes  No
- i. Wrongful Arrest  Yes  No
- j. Unintentional Breach of Confidentiality  Yes  No

If any of the above extensions are required, please state if you are aware of any past or current claims, or circumstances which may lead to a claim in respect of any extension requested, whether insured or not?

If yes, please provide full details

**Claims made**

Professional Indemnity Insurance policies are underwritten on a "Claims Made" basis. This means that;

1. In order for a claim to qualify for indemnity a policy must be in force when the claim is first made against you. (In terms of the policy conditions you are obliged to notify Insurers as soon as you become aware of any circumstances which may lead to a claim. Any actual claim which then materialises would be deemed to be a claim under the policy which was in force at the time when the circumstance was first notified).
2. The cause of action giving rise to the claim must have taken place on or after the "retro-active date" shown in the Schedule of the policy.
3. If the policy has lapsed there will be no cover notwithstanding the fact that the policy may have been in force at the time when the cause of action occurred giving rise to the claim. It is therefore important to renew the policy annually. If the practice ceases it is recommended that run-off cover be taken for a minimum of three years.

**Retro-Active date**

The date on or after which any claim against you will be indemnified in terms of the policy. This date is normally fixed as being the date on which the cover was first taken and would remain unaltered for the purposes of subsequent renewals. When cover is first taken additional retro-active cover may be offered by Insurers subject to certain conditions and premium loadings.

**Declaration**

**I/We declare that the statements and particulars in this proposal are true and that I/ We have not misstated or suppressed any material facts. I/We agree that this proposal, together with any other information supplied by me/ us shall form the basis of any contract of insurance effected thereon. I/ We undertake to inform the Insurers of any material alteration to these occurring before/ during/ after completion of the Contract of Insurance.**

**Signed at** \_\_\_\_\_ **dated** \_\_\_\_\_

**Full name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Cooling Off Rights**

You enjoy a period of 14 (Fourteen) days ("cooling-off period") from receipt of the Policy document following the inception date of the insurance agreement if taken or from the effective date of any variation thereof, during which you may rescind the agreement and provided that you have not claimed any benefit, are not in receipt of a claim made against you or reported any claim to the Insurer, the insurance agreement is annulled and you will be entitled to a refund of Premium paid.

The Insurer will give effect thereto and return premiums due to you less an administration charge within 30 (Thirty) days of the annulment.

