



# The Liability Company.

LIABILITY MATTERS

## Professional Indemnity for Legal Practitioners 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

35 Oxford Office Park, 3 Bauhinia Street

Highveld Techno Park, Centurion

PO Box 17541, Lyttleton, Pretoria, Gauteng, 0140

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

#### Our Risk Carriers

All our policies are underwritten by Old Mutual Insure Limited (FSP12) and Mutual & Federal Risk Financing Limited (FSP 49551) on a co-insurance basis. Both OMI and MFRF are authorised financial services providers of short term insurance products

#### Contact Us

T +27 (12) 667 2441

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W [www.theliabilitycompany.com](http://www.theliabilitycompany.com)

Underwritten by



**OLDMUTUAL**  
INSURE

**MUTUAL & FEDERAL**

**risk  
financing**

A member of the  **OLDMUTUAL** Group



**8. Mergers and Acquisitions**

Has any business been acquired, or any mergers taken place?

Yes

No

Please provide details if applicable:

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**9. Is the firm or any Partner/Principal/Director connected or associated financially or otherwise with any other firm or organization for whom work may be undertaken?**

Yes

No

Please provide details if applicable:

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**10. Please provide the total number of staff in the following categories:**

|                               |  |
|-------------------------------|--|
| Partners/Directors/Principals |  |
| Qualified Staff               |  |
| Admin Staff                   |  |
| Other Staff (excl. admin)     |  |
| Contract hired staff          |  |

**11. Please provide a full description of your business activities**

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**12. Fee Income:**

| Date of Financial Year end:   |                               |                      |
|---|-------------------------------|----------------------|
| Please state the total Gross Fee Income (excluding Vat) for the past three years: |                               |                      |
| Current Year  | Immediate Past Financial Year | Prior Financial Year |
|   |                               |                      |

**13. Please provide a breakdown of fee income by the following activities:**

| Activity     | Percentage of Total | Activity               | Percentage of Total |
|--------------|---------------------|------------------------|---------------------|
| Conveyancing | %                   | Patents and Trademarks | %                   |
| Commercial   | %                   | MVA                    | %                   |
| Probate      | %                   | Debt Collection        | %                   |
| Criminal     | %                   | Other                  | %                   |
| Matrimonial  | %                   | Total                  | 100%                |

**14. Trust Monies**

Please indicate the amount of Trust Money held at the financial year end for the past three years

| Year End (date) | Amount Held in Trust |
|-----------------|----------------------|
|                 |                      |
|                 |                      |
|                 |                      |

At what intervals (monthly/quarterly/biannually/annually etc.) are Trust Money balances checked by:

|   |  |
|---|--|
| An internal audit by one of the partners/directors? |  |
| An audit by the Firm's auditors?                    |  |

**15. Previous Insurance**

|   |                              |                             |
|---|------------------------------|-----------------------------|
| Are you currently insured?                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Please provide the name of the insurers:            |                              |                             |
| What is the current Limit of Indemnity?             |                              |                             |
| What is the expiry date on the policy?              |                              |                             |
| What is the retroactive date on the current policy? |                              |                             |

Note that if you haven't been insured before or if you have a gap in coverage then retroactive cover is not available to you.

**16. 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If yes, have such matters been notified to current insurers?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Please provide full details:   |                              |                             |
|  |                              |                             |
|  |                              |                             |
|  |                              |                             |

**17. 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:

|  |                              |                             |
|--|------------------------------|-----------------------------|
| 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?                                    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 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? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

|                              |  |
|------------------------------|--|
| Please provide full details: |  |
|                              |  |
|                              |  |
|                              |  |

**18. Quotations Required:**

|   |  |
|---|--|
| Limit of Indemnity (Professional Indemnity) | Limit of Indemnity (Misappropriation of Trust Funds) |
|---|--|

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
| Deductible/Excess Professional Indemnity           | Deductible/Excess (Misappropriation of Trust Funds)      |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Retroactive Date Required:                         |  |
| 19. Do you require Public Liability cover as well? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If yes please indicate the Limit of Indemnity

**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.

