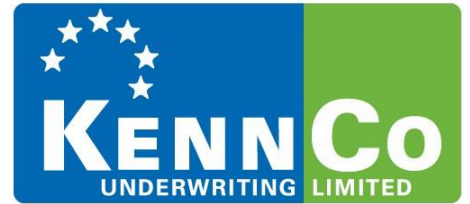


# Professional Indemnity Miscellaneous



## Proposal Form

Please read the following carefully before completing this proposal form. To present a clear and unambiguous picture and to ensure that underwriters understand the nature of your risk:

- An Individual or a Partner, Principal or Director of the Firm/Company must complete the proposal form in ink.
- Where a question is not applicable to your particular circumstances, please write N/A
- If there is insufficient space to answer questions please use an additional sheet and attach it to this proposal form.
- Completing and signing this proposal form does not bind you, or insurers, to complete this contract of insurance.
- Any material contained in the Proposers website is not deemed to form part of this proposal apart from any information attached to the proposal in hard copy form.
- If this proposal relates to a new business or venture, please complete the questions as far as possible, giving estimated income and information about your anticipated activities
- Please ensure that all relevant sections of the Proposal are completed

**1. Name of Firm: (i.e. The Proposer) including previous and subsidiary firms requiring cover**

**2. Please provide any standard contract terms, conditions, agreements or letters of appointment, which you have with your clients. a) Addresses of all offices (including telephone number) and percentage of total fees in each.**

a) Addresses of all offices (including telephone number) and percentage of total fees in each.

b) Email address

c) Website

**3. Commencement Date of Firm:**

**4. a) During the past 6 years, has the name of the Proposer been changed or has any amalgamation, acquisition or take-over taken place or have any Principals departed, retired or died?**

Yes  No

If 'yes', please specify

**b) Give details below of any predecessor firms for which cover is required.**

**5. Please provide details below of:**

a) Partners/Directors/Principals (please attach CVs)

Full Name	Age	Qualifications	Date Qualified	No. of years in this capacity with the Proposer

b) Consultants under a contract of service with the Proposer

Full Name	Age	Qualifications	Date Qualified	No. of years in this capacity with the Proposer

6. Where the Proposer is a sole principal, give details of the arrangements for office supervision when the Proposer is absent.

7. Please state the total number of:

Partners/Directors/Principal	<input style="width: 200px; height: 15px;" type="text"/>
Qualified/Specialist Staff	<input style="width: 200px; height: 15px;" type="text"/>
Administration Staff	<input style="width: 200px; height: 15px;" type="text"/>
Other Staff (excluding administration) Please specify:	<input style="width: 200px; height: 25px;" type="text"/>

8. Is cover required for Partners' Previous Business in respect of any partner named in 5a?

Yes  No

If 'yes', please state:

Name of Partner/Director/Principal	Name of Previous Practice	Date Leaving

9. Please provide a full description of all your activities:

10. State gross fees (including those paid to sub-contractors) for work undertaken. For new ventures please provide estimates

Please state your Financial Year End

	Previous Year - Actual (€)	Last Year - Actual (€)	Forthcoming Year - Estimate (€)
a) In Ireland			
b) In the UK/Channel Islands/Isle of Man			
c) The USA, its territories and possessions and Canada			
d) Elsewhere			
<b>Total of (a) to (d) above</b>			
Average Fee			
Largest Fee			

11. Please list by activity as outlined in Question 10 the approximate percentage of work carried out in each instance  
New firms should provide estimates.

	Activity	% of Work
1		
2		
3		
4		
5		

12. Please list the 3 largest contracts undertaken in the last 3 years:

New Firms should provide details on anticipated contracts.

1	
2	
3	

13. State the gross fees paid last year and the nature of the work performed by subcontractors and how the proposer monitors this work.

14. Please state whether the subcontractors have their own Professional Indemnity Insurance in force? Yes  No

15. Risk Management

a) Is the practice accredited to (or in the process of accreditation to) IS EN ISO 9000 Quality Systems subject to a similar form of external assessment? Yes  No

b) Are written contract conditions used in every case? Yes  No

c) Does the practice have written work instructions or checklists for the services provided? Yes  No

d) Does Management review working procedures at least every twelve months to ensure their continuing stability? Yes  No

e) Are records kept of the original contract, subsequent amendments, verbal agreements and telephone conversations? Yes  No

f) Is work done by staff reviewed using spot checks and periodic reviews? Yes  No

g) Are Regular file reviews and audits conducted at least once every 12 months for all fee earners, including Principals? Yes  No

h) Do recruitment procedures include:

• Obtaining written references Yes  No

• Verifying qualifications and previous experience Yes  No

• Checking for any previous Professional Indemnity claims or circumstances? Yes  No

If 'No' to any of the above, give details below

16. Fidelity - Has the Proposer suffered any loss during the past five years through fraud or dishonesty of any employee? Yes  No

If 'Yes' state date, circumstances, amount and steps taken to prevent recurrence.

--

17. During the past 10 years has any insurer of this type of insurance in respect of the firm, its current Partners/Directors/Principals and/or Predecessors in business ever

- a) Declined to insure? Yes  No
- b) Imposed special terms or conditions? Yes  No
- c) Cancelled or voided a policy? Yes  No
- d) Requested the withdrawal of a claim? Yes  No

18. Current Insurance details

a) Current renewal date of policy (if any)	
b) Name of Insurer	
c) Excess	
d) Premium	
e) Retroactive date	

19. Please indicate the Limit of Indemnity required

€250,000  €500,000  €650,000  €1,000,000  €1,300,000  Other, please specify

20. Please indicate the level of excess the Proposer requires

€500  €1,000  €2,500  €5,000  Other, please specify

21. Does the practice undertake work for any firm, company or organisation in which any Principal holds a position whereby he or she is able to make major policy decisions on behalf of such firm, company or organisation? Yes  No

If 'Yes' please provide details:

--

22. Has any person for whom this insurance is proposed:

- a) Ever been convicted of or charged with (but not yet tried in respect of) a criminal offence other than a motoring offence? Yes  No
- b) Ever been declared bankrupt? Yes  No
- c) Ever been a principal of a business which has gone into insolvent liquidation or been the subject of a receivership or an administrative order? Yes  No

If 'Yes' please provide details and dates:

--

23. a) Has any claim been made or has anyone threatened to bring such a claim against the Proposer or any Partner/Director/Principal/Consultant or Employee during the last 10 years in respect of the risks to which this proposal relates?

Yes  No

If 'Yes', give details (by separate note if preferred)

Date of Claim	Brief Details of Each Claim	Cost (if any) of Claim Paid	Estimated Outstanding Cost

b) What actions / procedures have been taken to prevent a recurrence of the situation which gave rise to each claim?

24. Is any Partner/Director/Principal/Member/Consultant or Employee, after enquiry, aware of any circumstances which may:

- a) give rise to a claim against the Proposer or any predecessors in business or any present or former Partner/Director/Principal/Member? Yes  No
- b) result in the Proposer or any predecessors in business or any present or former Partner/Director/Principal/Member incurring any losses or expenses which might be covered under the terms of this insurance? Yes  No
- c) otherwise affect the Company's consideration of this insurance? Yes  No

If 'Yes', give details including maximum potential cost (by separate note if preferred)

## Duty of Disclosure

We want to clarify your responsibilities when you take out an insurance policy so that your policy can give you the protection you need.

If you are a Consumer (as defined in the Consumer Insurance Contracts Act 2019) you have an obligation to any answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this Policy or would have altered the terms on which we entered into this Policy, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of your Policy, at renewal or any other time while the Policy is in force you must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by us to you. It's also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

If you are not a Consumer we need to be told many important and material facts so we can give you the maximum support when you need it. For a start, you must provide complete and accurate information to us before the cover starts and you must check that all the facts are correct on the Proposal Form or Statement of Fact. It's very important to remember that you must tell us about any material change to the risk following the inception of your policy, at renewal, or any other time while the policy is in force. It's also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property.

A material fact is relevant information (or misinformation) which could influence our decision to either accept the risk, or the terms offered. Failure to disclose all of the information could invalidate your policy. This means that claims may not be paid in full or perhaps not at all. This failure to disclose could have serious consequences when attempting to obtain insurance from any other provider.

Please make sure that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Always ask us if you are unsure of anything and we will be very happy to help.

## Importance Notice About Your Duty of Disclosure

You are entering a legal contract with an insurance company. That means you are obliged to answer or confirm all our questions honestly and disclose or confirm all information as set out in the Proposal Form or Statement of Fact. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all the facts are disclosed at the outset.

Such items include:

*1. All previous claims or incidents*

Even though a claim was made and did not succeed, or occurred anytime within the last five years, it will be recorded on a common claims register, to which most insurers have access. This register will be checked once a claim is lodged. If you omit to disclose a previous claim or incident that may have given rise to a claim within the last five years, then any future claim by you for any cover under the policy may not be entertained.

*2. Description of Business Activities*

A full and accurate description of your business activities must be disclosed.

*3. Convictions*

You must tell us about any criminal convictions, whether received anytime in the past, or pending actions, or which occur during the lifetime of the policy. If you don't your policy could be invalid.

*4. Description of risk to be covered*

We require an accurate description of any property to be insured. You must also tell us about any unoccupancy of your property, partial or otherwise.

It is really important that you disclose all information to us in full. If you fail to disclose a material fact or misrepresent a material fact in order to obtain insurance it can be considered fraud and we are obliged to hand over any documentation/call recordings or video footage in our possession to the relevant authorities, which may result in prosecution.

### Declaration By The Proposer – Non Consumer

I/We declare that the foregoing statement and particulars are true and complete and I/we have disclosed all material facts and that this Proposal shall form the basis of the contract between me/us and the Insurers.

I/We agree that if any information has been given by any person other than myself/ourselves or if any part of this proposal has been completed by any person other than myself/ourselves that person is my/our agent for that purpose.

I/We agree to accept a contract of insurance subject to the terms and conditions of the Insurers Contract(s) and that the insurance(s) will not be in force until the proposal has been accepted by the Insurers except to the extent of any official Cover Note which they may issue.

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

*KennCo Underwriting Limited is regulated by the Central Bank of Ireland. Reg. No. 0454673 Registered at Suite 7, Grange Road Office Park, Rathfarnham, Dublin 16.*

## Important Notice About Your Duty of Disclosure - Consumer

You are entering a legal contract with an insurance company. That means you are obliged to answer all our questions as set out in the Proposal Form, or Statement of Fact honestly and with reasonable care. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all questions are answered honestly and with reasonable care at the outset.

Please take the below into consideration when answering the questions in the Proposal Form.

### 1. All previous claims or incidents

Even though a claim was made and did not succeed, or occurred anytime within the last five years, it will be recorded on a common claims register, to which most insurers have access. This register will be checked once a claim is lodged. If you omit to disclose a previous claim or incident that may have given rise to a claim within the last five years, then any future claim by you for any cover under the policy may not be entertained.

### 2. Description of Business Activities

A full and accurate description of your business activities must be included in your response to Questions 9 & 11.

### 3. Convictions

When answering Question 22 You must include information about any criminal convictions, whether received anytime in the past, or pending actions, or which occur during the lifetime of the policy. If you don't your policy could be invalid.

### 4. Description of risk to be covered

We require an accurate description of any property to be insured. You must also tell us about any unoccupancy of your property, partial or otherwise.

Where a fraudulent misrepresentation has occurred we may terminate the contract and are obliged to hand over any documentation/call recordings or video footage in our possession to the relevant authorities, which may result in prosecution.

## Declaration By The Proposer – Consumer

I/We declare that the foregoing statement and particulars are true and complete and I/we have answered all questions asked honestly and with reasonable care.

I/We agree that if any information has been given by any person other than myself/ourselves or if any part of this proposal has been completed by any person other than myself/ourselves that person is my/our agent for that purpose.

I/We agree to accept a contract of insurance subject to the terms and conditions of the Insurers Contract(s) and that the insurance(s) will not be in force until the proposal has been accepted by the Insurers except to the extent of any official Cover Note which they may issue.

Signed: .....

Position: .....

Date: .....

## Important Notice for Kenco Customers

### Your Insurer

Insured by, ERGO Versicherung AG, a German insurance company with its headquarters at Ergo-Platz 1, 40477 Düsseldorf, Germany. Registered No. HRB36466.

ERGO Versicherung AG, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, Germany and regulated by the Central Bank of Ireland for Conduct of Business Rules.

### KennCo Underwriting Ltd (KennCo)

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

### Data Protection

#### Who we are

KennCo Underwriting Ltd is a data controller in relation to personal information held about you for the purpose of the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

#### *What personal data do we collect*

We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

#### *Why we collect & who we share your personal data with*

This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it is provided. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### *Queries regarding your personal data*

We abide by the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018 and if you have any queries with regards to how we use your personal data you may contact our Data Protection Officer at [compliance@kennco.ie](mailto:compliance@kennco.ie) or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: [www.kennco.ie/privacy-statement](http://www.kennco.ie/privacy-statement)

#### *Rights of Customers*

You have the right of access to the personal data held about you by Ergo and KennCo by sending a written request to the Data Protection Unit, KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. You also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information we hold about you.

#### *Sharing of Information*

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

#### *Insurance-Link*

Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

#### *Other*

If you decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services you accept the use by Ergo and/or KennCo of your personal data as indicated.

## **Insurance Compensation Fund**

The Insurance Compensation Fund (ICF) protects consumers of authorised non-life insurance companies that go into liquidation and are unable to pay insurance claims. These could be claims made by the policyholders or third parties. A non-life insurance policy is typically a general household insurance policy like car or home insurance, and excludes life insurance or health insurance. The maximum compensation amount paid by the ICF is 65% of the cost of the insurance claim or €825,000 – whichever is lower. However, in the case of third party motor insurance claims, where an insurer is in liquidation the Fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the Fund unless the sum is due in respect of a liability to an individual. In addition, not all policyholder liabilities are covered by the Fund and excluded risks include health, dental and life policies.

The ICF doesn't refund the cost of insurance premiums that may have already been paid by the policyholder. It also only covers payments in respect of sums due under policies issued by non-life insurers authorised in Ireland or in other EU Member States. For full details on the ICF please visit the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie)



## ERGO Complaints Procedure

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager  
KennCo Underwriting Ltd  
Suites 5–7 Grange Road Office Park  
Grange Road  
Rathfarnham  
Dublin 16  
Phone: (01) 4994600,  
Fax: (01) 4954627  
E-mail: [complaints@kennco.ie](mailto:complaints@kennco.ie)

Your complaint will be acknowledged within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made. Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

**ADDITIONAL INFORMATION**

Use this space to provide further information in support of answers given to questions in this Proposal. Please state question number clearly.