

Universities and colleges professional negligence

Proposal Form

Please note that the completion and submission of this form does not bind you or us to enter into a contract of insurance. In order to minimise the need for further clarification please answer all questions fully.

You understand that you must make a fair presentation of the risk to us when completing this form and at inception, renewal and whenever you request changes to your policy. This means that you must tell us about all facts and circumstances which may be material to the risks covered by the policy in a clear and accessible manner and must not misrepresent any material facts. A material fact is one which would influence our acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interest to disclose them.

If you do not make a fair presentation of the risk the policy may be avoided, written on different terms or a higher premium may be charged, depending on the circumstances of the failure to present the risk fairly.

1. Name of University or College

Name of University or College _____

2. The Services

Please categorise the Services you provide to outside clients and estimate the fees to be earned (to nearest £5,000) during the coming financial year. Where a contract spans a number of years an estimate of the fees actually to be earned in the next full year should be included, not the total income for the whole contract.

Estimated fee income for forthcoming year from clients based in or work to be carried out in:

Category	UK only	North America only	Elsewhere in world (not NA)
A. Research	_____	_____	_____
B. Consultancy	_____	_____	_____

Please compare the estimated fee income stated in the above table with the annual fees **3 years previously** (eg. comparing 2011/12 with 2008/9) (see Question 5 for retroactive date requirements).

Category	Increased				Same	Reduced			
	>100%	50-100%	25-50%	0-25%		0-25%	25-50%	50-100%	>100%
A. Research	_____	_____	_____	_____	_____	_____	_____	_____	_____
B. Consultancy	_____	_____	_____	_____	_____	_____	_____	_____	_____

C. Commercial training

Do you require Professional Negligence cover for your commercial training contracts?

Yes No

Do you provide commercial training to any clients based outside the UK or do you carry out any training outside the UK?

Yes No

If 'yes' please give details separately and estimate the fee income involved.

Estimated number of full time equivalent students for next academic year _____

Notes on categories of Services

A: Research: Where the client is the Government or other research agency outside the private sector or where the research is carried out for a commercial or industrial client within the private sector.

B: Consultancy: Where the client is paying for specialist knowledge, information or procedures (e.g. testing or analysis) being provided by the University or College under a commercial contract.

C: Commercial Training: Courses and training packages provided for a fee to commercial clients. Please do not include normal educational services provided to individuals in their personal capacities as full-time or part-time students. Commercial Training is not covered under Public Liability so we recommend you consider insuring it here.

3. Higher risk exposures

Please show estimates of the amount of fees to be earned under Consultancy or Research contracts involving any of the following disciplines or industries. The estimates should represent a percentage figure to the nearest 5% in relation to the TOTALS shown in Question 2. Non UK contracts are those where work is carried out in the UK for a client based overseas, or where work is actually carried out overseas.

If no involvement please state 'no':

Note: Clinical Trials are not insured under Professional Negligence. If cover is required for these please ask us for a separate Clinical Trials Questionnaire.

Higher Risk Exposure	% of Total (UK only)	% of Total (North America only)	% of Total (elsewhere in world)
Oil and gas	%	%	%
Environmental remediation / site decontamination	%	%	%
Aircraft or other aerial devices, including components and satellites	%	%	%
Nuclear or defence technologies	%	%	%
Computer software design or development or where acting as an internet service provider	%	%	%
Pharmaceuticals or other disciplines involving pharmacology, toxicology, drugs or medicines	%	%	%
Genetics (human, animal or horticultural)	%	%	%
Medicine (including dentistry psychology and midwifery but not clinical trials) – see Question 3A	%	%	%
Any other discipline or industry where the fees are in excess of 25% of your total declared in Question 2 (please describe below)	%	%	%

Please describe the basis on which your fee breakdown above has been compiled.

3a. Medical Services

1. Please describe any medical services offered for a fee to individuals or organisations

Medical Services (continued)

2. Please state which of these involve any form of diagnosis and provide more detail

3. Please state which of these involve treatment and provide more detail

4. Please state which of these involve prescription of drugs or other therapies and provide more detail

5. If any of the personnel for whom you have legal responsibility and are involved in the medical activities described in 1-3 above do **not** have the benefit NHSLA indemnity or personal Professional Indemnity insurance please explain the reasons and the circumstances

4. Overseas domiciled business

Do any activities the subject of this insurance earn fees from an office of yours overseas that are paid into that registered office, not direct to the UK? If **Yes** we will require full details separately. **This question relates to your need to comply with international taxation and insurance regulatory requirements.**

Yes No

5. Retroactive Period

Retroactive cover is for work which will already have been carried out at the inception of this insurance. We assume that at least 6 years' cover will be required. Please state if you require a retroactive cover further back than 6 years.

Retroactive date required

Note: This cover is 'claims made' which means that cover attaches at the time the claim is first made, not at the time the cause of the claim arose. The cause, must, however, be after the Retroactive Date for the claim to be considered under this insurance. The retroactive date, if agreed, will be applied to all Services unless specific variations are agreed.

6. Variation in activity during retroactive period

We will assume that the level of business activity within the Higher Risk Exposures above has not changed significantly during the whole of the retroactive period you have requested in Question 5. However, if any of the Higher Risk Exposures have changed in terms of fees earned, by more than 25% (plus or minus) please expand below.

7. Contractual arrangements

A) Do you have an in-house professional responsible for all contracts entered with clients relating to all the fee earning services that are the subject of this Proposal?

Yes No

If 'yes' please state whom, and describe their experience and qualifications.

B) If you do not have an in-house contracts expert please describe your alternative provision.

C) Please describe your arrangements and processes in place to ensure you secure the most favourable terms possible for your contracts including for example the use of standard contracts incorporating disclaimers.

D) Are express warranties or any form of guarantees ever given to your clients?

Note: express warranties or guarantees are excluded from cover.

If **yes** please enclose copies of the relevant clauses.

Yes No

E) Is any of work towards the Services for which you are responsible carried out by anyone not employed by you or not under your effective supervision?

Yes No

If 'yes' please give details including fees paid to them and the level of Professional Indemnity cover arranged by that party for the work done, including any extended claims reporting period.

8. Limit of Indemnity

Please state the limit of indemnity required

£ _____

Note: This limit will be the aggregate limit for all claims made during any one annual period of insurance in respect of all Services described above. However a lower limit may be applied in respect of any one claim in certain circumstances e.g. with agreed North American exposures.

9. Claims made or pending

Are you aware, **after full enquiry from all senior and supervisory staff**, of any circumstances which have resulted or may result in a claim being made against the University or College or against any of its employees (past and present) in relation to the Services which would have fallen or would fall to be dealt with under Professional Negligence insurance had such insurance been in force?

Yes No

If 'yes' please attach a statement giving details.

10. Declaration

I/we declare that the statement and particulars in this proposal are true and complete. I/we have made a fair presentation of the risk and have not misrepresented or suppressed any material facts after full enquiry of relevant parties within my/our organisation. I/we agree to the contract of insurance being prepared using the information I/we have supplied in this form, along with any associated information I/we have supplied. I/we shall inform you of any material alteration to those facts and/or the information supplied before completion of the contract of insurance.

Signed

Date

Position

11. Additional information

Zurich Municipal

Zurich Municipal is a trading name of Zurich Insurance plc.

A public limited company incorporated in Ireland Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park. Dublin 4, Ireland.

UK Branch registered in England and Wales, Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768.

Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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