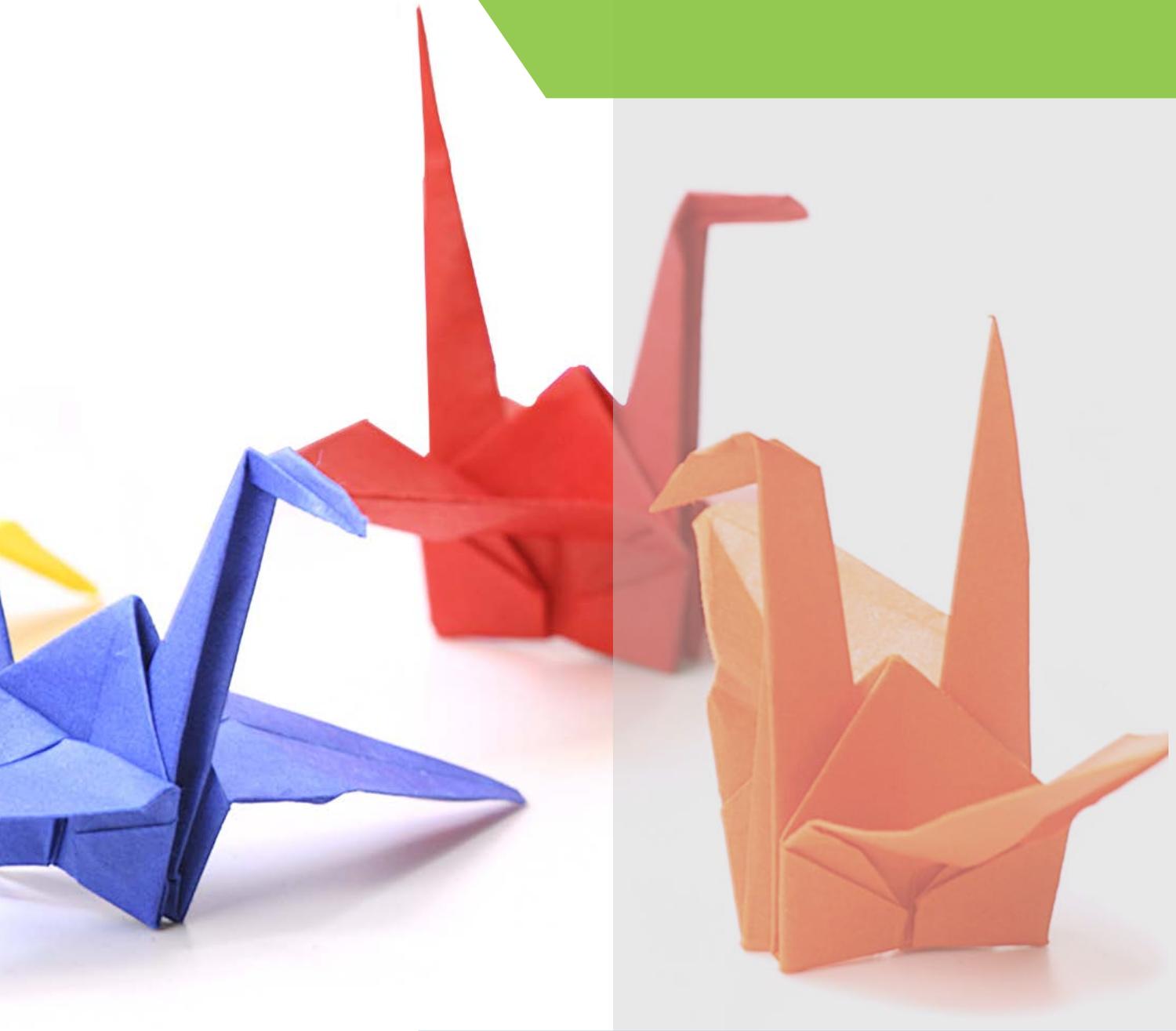




# SOLICITORS PII PROPOSAL FORM





## Completing the form

Your Proposal Form is an important document. Not only does it form the basis of your fair presentation to Insurers it is your 'shop window' to attract insurers. It is therefore crucial that you take the time to complete the form as fully as possible taking care to provide comprehensive answers.

## Who should complete it?

The Proposal Form must be completed by an authorised individual or Principal of the firm.

## What sections need to be completed?

All applicable questions must be answered and where they are not relevant please mark as n/a.

If there is insufficient space to write answers, or you are prompted to provide additional information, we have an Appendix at the back of the form to allow for further details. Alternatively you can attach additional information on the firm's headed paper or as a separate standalone document.

**A full guide to completing your Proposal Form and presenting the best possible renewal submission can be found on our dedicated Solicitors' website at [www.locktonSolicitors.co.uk/resources](http://www.locktonSolicitors.co.uk/resources).**

## Please Note

Changes to the Insurance Act will affect how you complete this form. Please read the Important Notes regarding the completion of this proposal form detailed overleaf. Please also note the additional requirement within the Declaration to include details of the parties identified within the Important Notes overleaf.

## Submitting your Proposal Form

You can submit your completed Proposal Form, along with any supporting information, in the following ways:

### UPLOAD



**CLICK HERE**  
TO UPLOAD DOCUMENT

### EMAIL



[Solicitors@uk.lockton.com](mailto:Solicitors@uk.lockton.com)  
or direct to your usual  
Account Executive

### POST



Solicitors Renewal  
Lockton Companies LLP  
138 Houndsditch  
London, EC3A 7AG  
DX 306301 Houndsditch

### FAX



0207 933 0915



## **Important notes regarding the completion of this proposal form.**

### **1. New 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").

For risks incepting or renewing on or after 12 August 2016 you will 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 proposal form for your insurer(s), 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. Under the Minimum Terms and Conditions "MTCs" if there is a breach of the duty to make a fair presentation of risk, the Insurers do not have the right to avoid the insurance from its commencement. However this could cause you significant problems in the event of a claim and in sourcing insurance in the future.

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 and what the MTCs state when published in July. Under the Act 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. This may mean that, whilst the claimant will continue to receive a full settlement, the insurers can seek to recover their additional outlay from the practice.

## **2. Presentation**

This proposal form must be completed by an authorised individual or principal of the firm. **All applicable** questions must be answered. If there is insufficient space to provide answers, additional information should be provided on the firm's headed paper. Please answer all questions fully and avoid answers such as "As last year", or "As already provided to..." or similar. Where available brochures, standard contract conditions, agreements and letters of appointment should be provided. **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.**

## **3. Guidance**

If in doubt as to the meaning of any question contained within this proposal form or the issues raised in (1) or (2) above, please contact a member of your Lockton servicing team.



### **Notes to assist in the completion of the Main Proposal form:**

1. Identify who may hold information material to the insurance & document this, bearing in mind that this could include an external third party with whom you have a contract for services, branch offices.
2. Make enquiries of all relevant parties and record their responses before completing the proposal form.
3. In addition to your internal enquiries with senior management, those in a decision making role and/or arranging the Insurance the types of parties that may also be relevant could include: Accountant, third party suppliers, outsourced resources, HR, IT supplier, Branch Offices etc. This list is not exhaustive as each Practice will be different.
4. Make sure that you complete the declaration to include details of the parties involved in the search.

# THE PRACTICE

1 1:1 Practice Name (main entity for which you are seeking cover):

1:2 SRA Number (main entity):

Company Number:

1:3 Other entities including Trading Names and Trustee and/or Nominee Companies and/or Incorporated Principals for which you are seeking cover.

Entity Name	SRA No (where applicable)	Post Code

1:4 **Practice Status:**  Sole Practitioner  Partnership  LLP  Limited  PLC  ABS

1:5 Year of Establishment:

1:6 Principal Office Address:

Post Code:

Telephone:

Email:

1:7 Number of other offices:

**Please provide the address of branch offices and where there is no resident Partner please explain how these offices are supervised.**

1:8 Website:

1:9

	Name	E-mail address
PII contact		
Compliance Officer for Legal Practice		
Compliance Officer for Finance and Administration		

1:10 Are you a member of any buying groups or referral networks? If YES, please state:

YES  NO

1:11 Please provide details of any Prior Practice(s) with which the Practice has merged and/or acquired **in the past 10 years**

Name of Practice(s)	Year established	Date of merger/ acquisition/ succession	Successor Practice?	Was Run-off cover purchased?	Approximately how many Solicitor Fee-Earners joined the Practice
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	
			YES <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	

**Please use the Appendix at the back for additional information**

**Need assistance? Check out our [Practical Guide](#) | Call us on 0845 0501 471**

# CHANGES TO THE PRACTICE

- 2 2:1 Since the last renewal, have there been any significant changes within the Practice? YES  NO
- If 'YES', please provide details**
- 2:2 **In the next 12 months:**
- (i) Is your Practice considering converting to an Alternative Business Structure or Multi-Disciplinary Practice? YES  NO
- (ii) Is your Practice considering or intending to incorporate or convert to a limited liability Partnership? YES  NO
- (iii) Are you expecting any changes to the Practice including successions, mergers, acquisitions or disposal of all or part of the business? YES  NO
- If 'YES' to any of the above, please provide details, including a copy of any ABS application**

# DETAILS OF PRINCIPALS AND STAFF

- 3 3:1 Please provide a breakdown of staff numbers in your Practice, as follows:
- Principals (including Salaried Partners held out as Principals):
- All other qualified lawyers (including legally qualified Consultants and Foreign Qualified Lawyers):
- Non Solicitor fee earning staff (including all Trainees and Legal Executives):
- All other staff (including secretarial but excluding facilities, cleaning and catering staff):
- 3:2 Do any Principals or other Fee Earners also work for any other law firms or businesses? YES  NO

**If 'YES', please provide details**

- 3:3 Please provide details of every Solicitor Fee Earner (including Principals, Partners, Members, Directors, Assistants, Consultants & Registered Foreign Lawyers) within the Practice: ①

**Please note you can also provide this in a separate document if you prefer**

Full Name	Date of Birth	Status (e.g. Equity/Salaried Principal/Partner/Member/Director/Assistant/Solicitor/RFL/REL/Consultant)	Part Time (less than 20hrs)	Date of Qualification	SRA Roll Number

4 4:1

## In the past 6 Years:

Has any Principal, Solicitor, Employee or Consultant:

- been refused a Practising Certificate YES  NO
- been granted a Conditional Practising Certificate YES  NO
- engaged with any regulatory body ⓘ (Law Society/SRA/SDT/FCA/Financial Ombudsman Service/Legal Ombudsman or other) regarding any potential or actual criticism or complaint in relation to professional conduct or YES  NO
- Had a civil or criminal judgment against them, excluding minor traffic offences? YES  NO

4:2

## In the past 3 Years:

- Has the Practice been the subject of a monitoring visit or enquiry from the Law Society or SRA or has notice been given of a visit? YES  NO
- Has the Practice been the subject of a forensic investigation or been given notice of a visit? YES  NO
- Has the Practice engaged with the SRA at any time regarding the financial stability of the Practice? YES  NO
- Has the COLP/COFA reported any material breaches to the SRA YES  NO

**If 'YES' to any of the questions in either 4.1 or 4.2 please provide full details including copies of any reports issued, all correspondence and a note of the outcome.**

# FINANCIAL INFORMATION AND FEES

Please provide a copy of the Practice's audited annual accounts for the last two completed financial years

5 5:1 Please provide details of your Gross Fee Income  arising from work undertaken:

	Previous financial year 2	Previous financial year 1	Last completed financial year	Estimate for current financial year
Financial Year Ending (DD/MM/YYYY)				
<b>In the UK</b> for UK domiciled clients				
<b>In the UK</b> but for persons, companies or organisations domiciled in the <b>USA/Canada</b>				
In the UK but for persons, companies or organisations domiciled <b>elsewhere</b>				
<b>From Overseas Offices - please also complete additional Overseas Questionnaire</b>				
<b>TOTAL</b>				

5:2 Does any one client, group of clients or referral source generate 20% or more of your fees? YES  NO

If 'YES', please provide details

5:3 Please provide the following information from your annual accounts for the last three complete Financial Years:

	Previous financial year 2	Previous financial year 1	Last completed financial year
Net Profit or Loss after tax and before Principal drawings			
<b>Average Profit share per Principal</b>			
<b>Profit share of highest paid Principal</b>			
Net Assets of the firm (Total Assets less Total Liabilities)			

5:4 What are the total outstanding fees as at the date of this application?

(i) Of these, what percentage of the amount was billed more than 90 days ago?

5:5 In the last completed financial year, did written off/uncollected fees exceed more than 5% of turnover in any period? YES  NO

5:6 What is the total estimate of unbilled Work In Progress as at the date of this application?

5:7 How do you monitor Work In Progress, Billing, & Bill Payments?

5:8 Does the firm have an overdraft facility? YES  NO

If 'YES', please confirm the current balance owing

5:9 **In the past 2 years**

(i) Has the Practice received or sought any advice or recommendations on the financial restructure of the firm, whether acted upon or not? YES  NO

(ii) Has the firm borrowed money, other than by overdraft, to fund drawing by Principals? YES  NO

If 'YES', please provide details



7 7:1

### Property Fee Earners:

Please confirm the number of Fee Earners in your Practice undertaking conveyancing work in the past three years:

	Previous financial Year 2	Previous financial Year 1	Last Completed financial Year
<b>Principals</b>			
<b>Solicitors (exc. Principals)</b>			
<b>Other Fee Earners</b>			
<b>Total</b>			

7:2

### Transaction Values:

Please provide details of your conveyancing work as follows:

	Residential Conveyancing			Commercial Conveyancing		
	Previous financial Year 2	Previous financial Year 1	Last Completed financial Year	Previous financial Year 2	Previous financial Year 1	Last Completed financial Year
<b>No. of Transactions</b>						
<b>No. of Transactions &gt; £2m</b>						
<b>Highest Capital Value</b>						
<b>Average Capital Value</b>						

(i) Please provide your highest annual fee income derived from conveyancing in the past 6 years:

7:3

In the past three years, has the firm acted in relation to either (i) an application to extend a leasehold interest in a residential property; or (ii) an individual or collective application by a tenant or tenants to enfranchise the freehold interest, where the premium payable to extend the lease, or to enfranchise the freehold interest, was greater than £250,000?

YES  NO

#### If 'YES':

(i) How many such instructions have you accepted in the past 3 Years?

(ii) In respect of lease extensions: What is the (approximate) average value of the premium payable to extend the lease?

(iii) In respect of applications to enfranchise the freehold interest: What is the (approximate) average value of the premium payable?

(iv) In how many transactions was the premium payable above £250,000?

(v) What risk controls do you have in place to ensure that landlord and tenant instructions are properly managed?

7:4

Please provide an approximation of where properties have been located for Residential Conveyancing transactions in the past Year:

	% of transactions		% of transactions
<b>London</b>		<b>Midlands</b>	
<b>South East / East Anglia</b>		<b>North East</b>	
<b>South West</b>		<b>North West</b>	
<b>Wales</b>		<b>Other [list]</b>	

# CONVEYANCING

- 7:5 **In the past 10 years:**
- (i) Have you acted for the purchase of property outside the UK? YES  NO
  - (ii) Have you undertaken the conveyancing for land investment schemes or products? YES  NO
  - (iii) Have more than 10% of your conveyancing fees originated from any one development or from any one client or referrer, e.g. Mortgage Broker, Developer, Financial Advisor or Estate Agent? YES  NO
  - (iv) Have you acted for groups of buyers of property in the same development or in the same building? YES  NO
  - (v) Have you acted for vendors, purchasers or lenders in residential 'sale and rent back' transactions? YES  NO
  - (vi) Have you acted for either borrowers or lenders in transactions involving sub-prime i loans/mortgages? YES  NO
  - (vii) Have you identified, or reported to lenders, any information indicative of mortgage fraud or have you ceased to act for clients as a result of such information coming to light? YES  NO
  - (viii) Have you put safeguards in place to ensure that any information indicative of mortgage fraud (eg. back to back transactions, discounts, incentives etc.) is identified & reported to lender clients. YES  NO

**If 'YES', to any of the above, please provide details**

7:6 **In the past year:**   
On how many occasions have you received requests for conveyancing files from lenders?

**If there have been any file requests, please detail the outcome**

7:7 Do you have any single client for whom you have acted on more than 20 transactions in the last year? YES  NO

**If 'YES', please provide details**

7:8 **Break Notices**  
In respect of commercial property leases, how do you ensure the required terms, including break clauses, are contained in the leases drafted?

7:9 **Reports on Title/Certificates of Title**  
(i) Does anyone other than a Principal sign Reports and/or Certificates of Title addressed to Lenders? YES  NO

**If 'YES', please provide details**

(ii) Does the Practice ensure that written Reports on Title are provided ahead of Exchange of Contracts? YES  NO

7:10 Does the Practice use any conveyancing workflow, case management or completion programme software? YES  NO

**If 'YES', please provide details**

7:11 Given the high risk nature of conveyancing work and the number of claims arising from this area, underwriters are interested to understand the profile of work undertaken. Therefore, if you want to provide additional information about how you manage this risk, please use the field below:

8 8:1 Please provide details of the number of Fee Earners in your Practice that have undertaken Personal Injury work:

	Previous financial Year 2	Previous financial Year 1	Last Completed financial Year
<b>Principals</b>			
<b>Solicitors (exc. Principals)</b>			
<b>Other Fee Earners</b>			
<b>Total</b>			

8:2 How many of your current Personal Injury cases are:

Clinical Negligence:  Other Occupational Disease:   
 Noise Induced Hearing Loss:  Other (including RTA and EL/PL):

8:3 How many open Claimant Personal Injury cases does your Practice currently have?

Of these approximately how many will the expected settlement exceed £250,000?

Of the total, how many cases are currently in Litigation?

8:4 **In the past Year** approximately what was:

Your average settlement:  Your highest settlement:

8:5 Please confirm the total number of cases processed in the past year:

8:6 Please provide details of your main sources of Personal Injury work **in the past Year**:

Source of work	Approx. % of all PI instructions
<b>Direct Marketing</b>	%
<b>Online / social media marketing</b>	%
<b>CMC referral</b>	%
<b>Walk-in</b>	%
<b>Existing Client</b>	%
<b>Other referral source (please specify below)</b>	%

8:7 **In the past 6 Years** have you undertaken work or accepted any referrals from Claims Management Companies or referral networks? If 'YES' please provide the following: YES  NO

Name	No. of Cases Provided / Accepted

8:8 Does the Practice vet Personal Injury cases for Insurers/Management Companies? YES  NO

8:9 Have your Personal Injury files been audited or has an audit been proposed by any underwriters or funders? YES  NO

8:10 Have you received any commission or other financial incentive from any insurer? YES  NO

**If 'YES' to any of the above, please provide details**

8:11 Please detail what changes the Practice has made to policies and procedures to ensure compliance with the Jackson Reforms, effective 1st April 2013:

# PERSONAL INJURY

8:12

	Last completed year
Percentage of cases under a CFA	%
Percentage success rate of such cases	%
Typical monthly WIP level in the last 12 months	£
Last completed months WIP	£

8:13

What percentage of your current cases have ATE insurance?

%

**If 'YES', please provide details**

**Please provide a copy of any letter you provide to clients advising about the choice of ATE Insurer and the commissions and financial incentives that you receive from these Insurers.**

8:14

Do you use any particular provider for expert or medical reports where a Principal or Employee of the Practice holds a financial interest, or where there is an incentive or commission payment received? If YES, how is this managed to avoid a conflict of interest?

YES

NO

## LITIGATION (question set for all litigation work including Personal Injury)

9 9:1

**In the past year** please list the 5 largest matters:

Type of Litigation	Claim Value	Open/Closed	If Closed, Was Claim Successful?
			YES <input type="radio"/> NO <input type="radio"/>
			YES <input type="radio"/> NO <input type="radio"/>
			YES <input type="radio"/> NO <input type="radio"/>
			YES <input type="radio"/> NO <input type="radio"/>
			YES <input type="radio"/> NO <input type="radio"/>

9:2

Has the Practice been sanctioned or reprimanded for failing to adhere to the Civil Procedure Rules, Practice Directions, Court Orders or timetables?

YES

NO

**If 'YES', please provide details**

9:3

**In the past 6 years**, has your Practice ever accepted instructions for any class actions or other group litigation, either acting for the Defendant or Claimant?

YES

NO

9:4

**In the past 3 years**, has your Practice handled any Payment Protection Insurance (PPI) compensation claims?

YES

NO

If 'YES', please confirm how many files have been opened.

9:5

**In the past 3 years**, have you dealt with any matrimonial settlements where the amount secured for your client was above £3,000,000 or regular annual payments above £250,000?

YES

NO

9:6

Have any of your Litigation cases been externally funded by parties not named in the claim or litigation process?

YES

NO

**If 'YES', please provide details**

9:7

What procedures are in place to identify and account for future spousal pension rights when completing settlements?

10 10:1 Please list the five largest matters over the last three years and fees earned in each case.

Transaction Type	Public or Non-Public company	Contract value	Gross Fees earned /estimated

10:2 Please provide approximate percentage of Commercial/Corporate fees **in the last completed financial year** in these areas:

<input type="text"/>	Debit Issuance/Securitisation	<input type="text"/>	Pension Schemes
<input type="text"/>	General Commercial	<input type="text"/>	Project Financing
<input type="text"/>	Insolvency	<input type="text"/>	Regulation/ Compliance
<input type="text"/>	Investment Schemes	<input type="text"/>	Tax
<input type="text"/>	Mergers & Acquisitions	<input type="text"/>	Other

**SUPPLEMENTARY QUESTIONNAIRES**

11 **Tax Questionnaire**

If you answered YES to question 6:2, you should complete our Tax Questionnaire. Please click arrow to download.



**CLICK HERE TO DOWNLOAD**

12 **Financial Services Questionnaire**

If you have undertaken FCA regulated work in the last 3 years, you should complete our Financial Services Questionnaire. Please click arrow to download.



**CLICK HERE TO DOWNLOAD**

13

## Responsibility for Information Security

13:1 Please confirm who is responsible in the Practice for information security?

## IT Infrastructure

13:2 What firewall and malware protection systems do you have in place and how often are they reviewed and updated?

13:3 (i) What controls do you have in place to combat internal and external frauds and scams?

(ii) Do staff undergo information security and scam training? If so, please advise the type of training undertaken, i.e. Social Engineering ⓘ including Phishing ⓘ, Masquerading ⓘ, other scams etc. How often does this take place and are all staff included? If NO please explain why.

13:4 Please advise your processes for backing up data and confirm how frequently this is done.

13:5 Is the firm accredited with any of the following standards:

- |  |                           |                          |
|--|---------------------------|--------------------------|
| (a) CREST Cyber Essentials                   | YES <input type="radio"/> | NO <input type="radio"/> |
| (b) CREST Cyber Essentials Plus              | YES <input type="radio"/> | NO <input type="radio"/> |
| (c) ISO 270001 Information and Data Security | YES <input type="radio"/> | NO <input type="radio"/> |
| (d) ISO 9001 Quality Management              | YES <input type="radio"/> | NO <input type="radio"/> |

## Policy and Procedure

13:6 Do you have an Information Asset Classification Policy in place that allows you to rank information received in terms of both the sensitive nature and financial value? YES  NO

If YES, please clarify how you control who has access to restrictive, confidential or sensitive information?

13:7 Do you terminate all computer access and user accounts as part of the exit process when a Partner or Employee leaves the Practice? YES  NO

# INFORMATION SECURITY AND FRAUD PREVENTION

13:8 If a request is received to alter the payee details held by the Practice (including account information, invoice changes, telephone numbers, contact information or location), what additional checks are in place to verify the request?

13:9 Is there a Business Continuity Plan in place that addresses what happens in the event of a cyber-security incident? YES  NO

(i) If YES, please provide details.

(ii) If NO, please advise how you would deal with this type of incident.

## Outsourcing

13:10 Do you outsource any Accounting or Information Security functions to a third party company? YES  NO

If YES, please advise:

(i) Which services are outsourced and to whom?

(ii) If third parties handle confidential and sensitive information are they subject to contractual requirements, including privacy and information security obligations, indemnification for security breaches and audit rights? YES  NO

(iii) Is there is a process in place to test the systems of the third party? YES  NO

13:11 Do you use a third party to undertake Penetration Testing Services to identify potential weaknesses in your IT systems? YES  NO

If YES, please advise who you use and what steps have been taken to improve your security.

# RISK MANAGEMENT

14 14:1 Who is the designated person in your Practice with responsibility for Risk Management?  
Name:  Position:

14:2 Which of the following standards is the Practice currently accredited with:  
Please give details of the date of first accreditation in each case:

Lexcel	ISO 9001	CQS	Other (specify)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

14:3 Has the firm been removed or suspended by any accredited bodies or been given notice thereof? YES  NO

14:4 Before accepting new instructions are all new clients and is each new matter:  
(i) Checked for conflicts of interest? YES  NO   
(ii) Graded by level of risk? YES  NO

If you have a procedure in place to grade by level of risk, please provide details of the criteria used for assessing whether a case is low, medium or high risk:

14:5 Approximately what percentage of transactions have been undertaken in the last year without ever having met the client?  %

What enhanced vetting procedures do you follow in such cases?

14:6 Are staff who take copies of client identification documents given at least annual awareness training in the identification of fraudulent documents? YES  NO

14:7 What steps do you take to verify the identity and credibility of other parties in a transaction?

14:8 Do you require a file opening form, Anti Money Laundering check and engagement letter, prior to being able to record time on a matter? YES  NO

**If 'NO', please explain what checks are undertaken prior to being able to record time**

14:9 How do you ensure that letters of engagement: (i) accurately define what is included/excluded from the scope; (ii) set out meaningful time and fee estimates; (ii) are updated as required during the course of a transaction; and (iv) otherwise mitigate risk for the firm?

# RISK MANAGEMENT

14:10 What procedures are in place to ensure that critical dates and time limits are met?

14:11 Are all non-routine undertakings given recorded in a register? YES  NO

**If 'NO' please provide details of how you record undertakings and ensure they have been discharged**

14:12 If the Practice provides professional services for any client in which any Principal holds a Partnership/Directorship or has any other financial interest, are these services always carried out by a Solicitor other than the Principal/Director connected with the client? YES  NO

**If 'NO', please provide details**

14:13 Does your Practice outsource any risk and compliance functions or legal, secretarial or other work? YES  NO

**If 'YES', please provide details, including details of any due diligence undertaken and the approximate date of the last due diligence checks**

14:14 Does your Practice provide 'unbundled' legal advice? YES  NO

**If 'YES', please provide details of how your engagement procedures manage the additional risk that this may expose the Practice to**

14:15 Please explain how incoming & outgoing correspondence is monitored by Partners/Senior Solicitors/Head of Department

14:16 Are there any procedures in place to review substantive advice provided in emails prior to it being sent? YES  NO

**If 'YES', please provide details**

# RISK MANAGEMENT

14:17 Do you have a formal file closure procedure in all departments? YES  NO

**If 'NO', please provide details of how files are generally closed in all departments**

14:18 How many complaints were received against the Practice in the last year?

(i) How many of these related to a complaint regarding fees?

(ii) Have any trends been identified in complaints or claims (e.g. Fee Earner, department, delay) etc. YES  NO

**If 'YES', please provide details**

14:19 Do you have a risk committee or other forum where risk management issues including information security, recent scams, Law Society guidance etc. are discussed? YES  NO

**If 'YES', how often do they meet?**

14:20 How are risk issues/alerts communicated to relevant staff?

14:21 Approximately what percentage of files are audited annually?

None  1-5%  6-10%  11-15%  16-20%  more than 20%

(i) Please confirm that all Fee Earners including Partners are included in the file review and audit process YES  NO

(ii) How are files selected for audit, who undertakes the audits and how are the results documented? If there is no formal file audit procedure please explain how the files are reviewed:

14:22 Do you have a business continuity plan that is tested annually? YES  NO

14:23 Do you use any Law Society accredited software (eg. Riliance) as part of your Risk Management controls? If no, or you want to expand on your systems, please tell us about any software or systems that you have in place that assist you in your risk management:

You can also provide more detail on the firm's risk management by way of a Risk Management Submission.

**You can download:**



**Template Report**  
(click here to download)



**Associated Guidance**  
(click here to download)

## CLAIMS

15



**Please complete the attached Letter Of Claims Authority to enable us to gather your claims summaries from all Participating insurers or the Assigned Risks Pool for the Practice and all Prior Practices for a 10 year period (since 1st October 2006).**

**Please complete the following questions, after full enquiry:**

- 15:1 **In the past 10 years** has your Practice or any Prior Practice reported any circumstances, incidents or claims, to any Insurer including The Assigned Risks Pool? YES  NO
- 15:2 **In the past 10 years** are there any matters notified by your Practice (or any Prior Practices) which have not been accepted as an effective notification? YES  NO
- 15:3 **In the past 6 years** are you aware of any claim(s) having been made in relation to work undertaken or supervised by any Principal whilst in a former Practice? YES  NO
- 15:4 **In the past 6 years** are you aware of any circumstances, incidents or claims reported by the Practice or any Prior Practice as a result of the dishonesty or alleged dishonesty of any Principal or Employee of the Practice or any Prior Practice(s)? YES  NO
- 15:5 Are you aware, after full enquiry of all Principals and Employees of your Practice, of any claims, circumstances or shortcomings that you have not notified to your previous and/or current insurers? YES  NO

**If 'YES' to any of the above, please provide details**

- 15:6 Please provide a brief synopsis of any notable claims, including details of what happened and the measures implemented to prevent a reoccurrence.

**PLEASE NOTE: you are obliged to notify all claims and circumstances which may give rise to a claim to your existing insurer by the end of the current indemnity period. Failure to do so may entitle insurers to seek reimbursement from you if there is a claim.**

# YOUR PROFESSIONAL INDEMNITY REQUIREMENTS

16 16:1 What is your PII renewal date?

16:2 Has your Practice or Prior Practice ever been in the Assigned Risks Pool or Extended Indemnity Period? YES  NO

16:3 Has any Participating Insurer refused to offer your Practice or Prior Practice terms for your Professional Indemnity Insurance? YES  NO

**If 'YES', please provide details**

16:4 Has your Practice ever been late in paying or failed to pay either a Professional Indemnity premium or policy excess? YES  NO

16:5 Total cover required\*  Or  Or

16:6 Self-insured excess required  Or  Or

**\*Minimum cover required is £2million for a Partnership or £3million for an LLP and companies registered at Companies House including any "Relevant Recognised Body".** ⓘ

16:7 Please advise the following: (If you are an existing Client of Lockton you do not need to complete this question)

	Premium	Limit of Indemnity	Current Insurer
Primary Insurance			
Excess Layer Insurance			

16:8 Please confirm your Practice maintains Employers Liability Insurance YES  NO

Renewal Date

## APPENDIX

Where you have answered YES, please write the question number followed by the answer:

## APPENDIX

Where you have answered YES, please write the question number followed by the answer:

# DECLARATION

## Data Protection

By signing this Proposal Form you consent to Lockton Companies LLP using the information we may hold about you for the purpose of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. In the course of performing our obligation to you, this information may be disclosed to agents and service providers appointed by us and insurers (which includes their re-insurers, legal advisers, loss adjusters or agents). Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and, where appropriate, in compliance with the relevant Data Protection legislation. 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.

From time to time, we may disclose personal information (other than sensitive personal data) to other Lockton Companies. We or they may use that information to advise you of our services which may be of interest to you.

If you would prefer not to receive information, please tick this box

## Proposer's Declaration

I/ We declare that the answers to the questions in this Proposal Form are true and accurate having consulted with all Partners of the Practice / Directors of the Company.

I / We confirm that we have also undertaken a reasonable search of information available to me/us which has included the following (Please refer back to the Important Notes and list those parties that were involved in the search):

- i
- ii
- iii
- iv
- v

It is important that you consider who may hold information that may be relevant to insurers and should be included in the reasonable search of information unless confirmed otherwise. By signing this form insurers do not automatically accept that a reasonable search has been undertaken.

I/We understand that the information I/We provide will be used in deciding the price charged by the Insurer for the risk and whether the Insurer will accept the application and the terms of any policy provided.

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

I/We hereby consent to receive by email details on other products and services including newsletters where Lockton consider that the information may be relevant and useful to us.

I/We agree to prevent and detect fraud, the insurers/underwriters may at any time:

- **Share information about me/us with other organisations including the police**
- **Undertake credit searches**
- **Check and/or share my/our details with fraud prevention and detection agencies.**

I/We are duly authorised to sign this Proposal Form by all Principals/Members/Directors of the firm

**Print Name (Principal 1):**

**Signature:**

(an authorised individual/Principal)

**On behalf of:**

**Date:**

**Print Name (Principal 2):**

**Signature:**

(an authorised individual/Principal)

**On behalf of:**

**Date:**

Please note, if you wish to submit your form via email, an indication of terms and conditions may be provided on the basis of this proposal questionnaire. An original signature is required before a contract of insurance can be made. Encrypted signatures are not acceptable. Signing this form does not bind the Practice to complete the insurance. We recommend that you keep a record of all information supplied to us, including copies of letters and this proposal form, for the purpose of entering into this contract.

## DEFINITIONS

### AGENCY ADVOCACY

All civil advocacy work (including attendance at a court or tribunal) undertaken on behalf of another Practice but **excluding** any work as an agent or locum in another Practice.

### ARBITRATOR, ADJUDICATOR OR MEDIATOR WORK

**Adjudicator work:** acting as a neutral third party engaged by disputing parties to provide a non-judicial resolution of their dispute (but excluding Arbitrator work) which is binding on them, subject to the terms of any contract between the parties.

**Arbitrator work:** any work undertaken in the discharge of the functions of an arbitrator, in relation to an arbitration under the relevant arbitration legislation in force at the time.

**Mediator work:** acting as a neutral third party engaged by disputing parties to assist them resolve a dispute by negotiation, without resort to adjudication or arbitration.

### CHILDREN WORK, MENTAL HEALTH TRIBUNAL & OTHER WELFARE

**Children work:** applications made in relation to family proceedings under the Childrens Act 1989 (such as High Court proceedings relating to children; court orders relating to payments in favour of children etc).

**Mental health tribunal:** representation at Mental Health Tribunal hearings of patients detained under the Mental Health Act 1983.

**Other Welfare:** other welfare related work such as representation at benefits tribunals, employment tribunals, but excluding **Immigration Work** and **Criminal Work**.

### COMMERCIAL/CORPORATE WORK – OTHER

This covers all commercial work and private company work, including mergers and acquisitions, corporate trusts, corporate insolvency and taxation (but excluding **Financial Advice and Services**).

### COMMERCIAL/CORPORATE – PLCs

This covers all work relating to public limited companies only, including mergers and acquisitions, corporate trusts, corporate insolvency and taxation (but excluding **Financial Advice and Services**).

### COMMERCIAL LITIGATION

All work relating to business or corporate disputes (as between businesses or a business and one or more individuals or another entity), such as:

- Accounting disputes
- Breach of Contract
- Breach of Fiduciary Duty
- Copyright Infringement
- Fraud
- Trademark Infringement
- Unfair Competition

but excluding **Arbitration or Adjudication, Marine Litigation, Contentious Landlord & Tenant** disputes and **Contentious Employment work**.

### CONVEYANCING – COMMERCIAL

Acting on the acquisition, sale or financing of freehold or leasehold property (including the development of multiple residential properties) where the client is acting in the course of a business. This includes the drafting of leases and related documentation, but excludes **Landlord & Tenant** work.

### CONVEYANCING – RESIDENTIAL

Acting on the acquisition, sale or financing of freehold or leasehold property where the client is not acting in the course of a business. This includes sale and purchase of individual buy-to-let properties, or small residential development plots, but excludes **Landlord & Tenant** work, and **Estate Agency, Property Valuation and Property Management** work.

### CRIMINAL

Acting on behalf of a client in relation to potential or actual criminal charges or proceedings.

### DEBT COLLECTION

Collection of undisputed or undefended debts including rents. Debt recovery work that involves a dispute, including the defence of a debt action, should be classified as **Other Contentious** work.

### DEFENDANT WORK FOR INSURERS

All work undertaken on behalf of insurance companies relating to the defence of claims or circumstances.

### EMPLOYMENT – CONTENTIOUS

Advising and acting on disputes between employer and employee which arise from statute and/or contracts of employment.

### EMPLOYMENT – NON CONTENTIOUS

General employment advice to employers and employees, including corporate support on transfer of businesses, employee benefits and drafting of contracts of employment and staff handbooks.

### ESTATE AGENCY, PROPERTY VALUATION & PROPERTY MANAGEMENT

Non-reserved activities relating to the valuation, management and sale of properties. This does not include any work undertaken by a separate business not regulated by the Solicitors Regulation Authority.

### FINANCIAL ADVICE AND SERVICES REGULATED BY THE SOLICITORS REGULATION AUTHORITY

Financial advice and services regulated by the Solicitors Regulation Authority as a designated professional body under the Financial Services and Markets Act 2000 (as amended by the Financial Services Act 2012).

### FINANCIAL ADVICE AND SERVICES WHERE YOUR FIRM HAS OPTED INTO REGULATION BY THE FINANCIAL CONDUCT AUTHORITY

Financial advice and services directly regulated by the Financial Conduct Authority under the Financial Services and Markets Act 2000 (as amended by the Financial Services Act 2012). If you have indicated a percentage in this area, please provide full details on our separate financial services questionnaire.

## GROSS FEE INCOME

Gross fee income includes all professional fees including remuneration, retained commissions and any other income from private legal Practice including notarial fees. It does not include Work In Progress, reimbursement of disbursements, VAT, interest or dividends, rents or investment profit.

## IMMIGRATION

Advice and assistance on UK immigration and asylum applications including representing clients at Tribunals or Courts of Justice (**excluding** the Divisional Court and European court of Justice, Commission on Human Rights and European Court of Human Rights).

## INFORMATION ASSET CLASSIFICATION

Is the classification of Information based on its level of sensitivity and the impact to the Firm should that Information be disclosed, altered, or destroyed without authorisation. The classification of Information helps determine what baseline Security Controls are appropriate for safeguarding that Information. All Information should be classified into one of three sensitivity tiers, or classifications Tier 1: Public Information, Tier 2: Internal Information, Tier 3: Restricted Information

## INTELLECTUAL PROPERTY

Including patent, trademark and copyright.

## LANDLORD AND TENANT CONTENTIOUS

Pursuing or defending tenants/lessees in claims for loss/damage to property, repairs, or for recovery of rent (**excluding Debt Recovery** for uncontended rent arrears). Litigation of rent reviews, rent tribunals, proceedings under the Landlord & Tenant Act 1954 and Leasehold Reform Act. Disputes over the terms of a lease or contract.

## LANDLORD & TENANT NON-CONTENTIOUS

Dealing with the exercise of contractual rights under a lease whether acting for a landlord or a tenant, including rights of enfranchisement, Landlord and Tenant Act 1954 claims, rent reviews, rights to manage, possession, and dilapidations. Does not include the creation/drafting of contractual rights.

## MARINE LITIGATION

Work undertaken and advice given relating to disputes primarily concerning maritime jurisdiction, maritime law or shipping contracts.

## MASQUERADING

A masquerade is a type of attack where the attacker pretends to be an authorised user of a system in order to gain access to it or to gain greater privileges than they are authorized for. A masquerade may be attempted through the use of stolen logon IDs and passwords, through finding security gaps in programs, or through bypassing the authentication mechanism. The attempt may come from within an organisation, for example, from an employee; or from an outside user through some connection to the public network.

## MATRIMONIAL/FAMILY

Work and advice relating to family law, separation and divorce, and financial settlements, but excluding **Children Work, Financial Advice and Services**, and **Residential Conveyancing** work undertaken subsequent to a matrimonial settlement.

## OFFICES AND APPOINTMENTS

Offices and appointments undertaken in the course of private legal Practice. This includes Judicial & quasi-Judicial appointments, acting as a clerk to City Livery Companies, Dean and Chapters, Drainage Boards, Local Councils, Charities or School Governing Bodies, Diocesan Registrars, Archdeacon's Registrars or Provincial Registrars of the Provinces of the Church of England in respect of work covered by an Ecclesiastical Fees Order. It excludes appointment as an Officer or Director of a company.

## PERSONAL INJURY CLAIMANT

Acting for claimants in a personal injury claim.

## PERSONAL INJURY DEFENDANT

Acting for defendants in a personal injury claim.

## PHISHING

A scam by which an e-mail user is duped into revealing financial, personal or confidential information which the scammer can use illicitly. This is usually by way of a website link or a document attachment in an email that looks as if it's from a legitimate organisation. These are increasingly sophisticated, and can be very convincing. [For more information on how to protect against the risk, contact us or watch our Information Security webinar]

## PRINCIPAL

A sole practitioner, a partner in a partnership, a member of a Limited Liability Partnership, and/or a director of a limited company.

## PROBATE AND ESTATE ADMINISTRATION

All work relating to the administration of a deceased's estate, including its distribution. Does not include **Will Drafting or Tax Planning**.

## REGULATORY BODY

The SRA, SDT, Leo, former LCS, OSS, PSU, Forensic Investigation Unit, Solicitors Disciplinary Tribunal, Information Commissioner and or any other regulatory body.

## RELEVANT RECOGNISED BODY

Relevant Recognised Body means a Recognised Body other than: (a) an unlimited company, or an overseas company whose members' liability for the company's debts is not limited by its constitution or by the law of its country of incorporation; or (b) a nominee company only, holding assets for clients of another Practice; and (i) it can act only as an agent for the other Practice; and (ii) all the individuals who are Principals of the recognised body are also Principals of the other Practice; and (iii) any fee or other income arising out of the recognised body accrues to the benefit of the other Practice.

## SOCIAL ENGINEERING

Refers to psychological manipulation of people into performing actions or divulging confidential information. A type of confidence trick for the purpose of information gathering, fraud, or system access. It differs from a traditional "con" in that it is often one of many steps in a more complex fraud scheme.

### **SUB-PRIME**

Sub-Prime is an industry term to describe a mortgage granted to a borrower with a poor credit report. Examples of lenders who acted for sub-prime clients, included: Birmingham Midshires, Mortgage Express, Northern Rock. [See more.](#)

### **SUCCESSOR PRACTICE**

You may be a Successor Practice even though you did not intend to take on the liabilities of another Practice when taking it over or merging with it and even if you specifically agreed that those liabilities would remain elsewhere.

Whenever a Practice ceases "being carried on as a discreet business," there is potential for the successor Practice clause to take effect.

You may become a Successor by holding out your Practice "expressly or by implication" as being the successor of or by incorporating the other Practice(s), by taking on the majority of the Principals in the other Practice as Principals in your Practice, by taking on at least one such Principal as a Principal when the majority have not become Principals in another Practice, by taking a sole practitioner or Recognised Body into your Practice as a Principal, or by taking on a sole practitioner as an employee after 31st August 2000.

**If your Practice has done any of these things, at any time or is planning to do so, you may be a Successor Practice and should provide full details.**

### **TOWN & COUNTRY PLANNING**

Specialist advice on planning matters (other than incidental advice given as part of a [residential property](#) or [commercial property](#) transaction) including advice on planning applications and representation at planning hearings and appeals. Includes compulsory purchase, listed buildings and conservation areas work.

### **TRUSTS**

Advice on trust law, setting up and administration of trusts.

### **THE LAST YEAR**

Means the last Complete Financial Year.

### **WILLS**

Will drafting, storage and advice given in relation to the creation and revision of Wills including advice on the tax implications of testamentary provisions.

### **TAX PLANNING**

Any tax advice given other than in relation to Wills and Trusts.



**LOCKTON<sup>®</sup>**

## **Need assistance?**

**Check out our Guidance at [www.locktonsolicitors.co.uk/resources](http://www.locktonsolicitors.co.uk/resources)**

**Call us on 0845 0501 471**

Lockton Companies LLP is authorised and regulated by the Financial Conduct Authority.

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