



THE LAW SOCIETY OF SCOTLAND MASTER POLICY FOR PROFESSIONAL INDEMNITY INSURANCE

Proposal Form 2016/2017

When completed, please return the
Proposal form for the attention of the
'The Master Policy Team'

Lockton Companies LLP
22 Rutland Street
Edinburgh
EH1 2AN

DX Address: DX ED120, Edinburgh
or by fax 0131 345 5566
or email masterpolicyteam@uk.lockton.com



This insurance is underwritten by
Royal & Sun Alliance Insurance plc as lead insurer

ALL SECTIONS MUST BE COMPLETED

WHERE PARTICULARS ARE PRE-PRINTED,
PLEASE AMEND WHERE APPROPRIATE AND
INITIAL AMENDMENTS.

IF THERE IS INSUFFICIENT SPACE
FOR THE INFORMATION REQUIRED IN ANY
SECTION, PROVIDE THE INFORMATION ON A
SEPARATE SHEET, SIGNED AND DATED

MASTER POLICY PROPOSAL FORM

INSURANCE YEAR 2016/17

1. Practice

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a. Date of commencement of the Practice dd mm yyyy

b. Is the Practice conducted under any other business names/trading names or styles?
If **YES**, please list the names/styles.

YES ☐

NO ☐

c. Are any trustee or nominee companies operated in connection with the Practice?
If **YES**, please list the names.

YES ☐

NO ☐

d. Are any service or administration companies operated in connection with the Practice?
If **YES**, please list the names of the companies.

YES ☐

NO ☐

e. Are any subsidiary or other companies not included in 1.b.,c. or d. above operated in connection with the Practice?
If **YES**, please list the names and nature of the services for each company.

YES ☐

NO ☐

f. Is the Practice considering becoming a Licensed Provider under the Legal Services (Scotland) Act 2010?

YES ☐

NO ☐

g. Provide a complete list of all Predecessor Practices.

In this context, Predecessor Practice refers to any sole practitioner, partnership incorporated Practice, or limited liability partnership to the extent that the Practice has assumed responsibility (whether in whole or in part) for maintaining professional indemnity insurance under the Master Policy Certificate of the Practice in respect of the Predecessor Practice's Business.

2. Address and Contact Details

a. Principal address/contact details of the Practice.

Address

DX

DX

Telephone

Facsimile

Website

b. Number of additional offices (other than the office referred to in 2a. above). If none, please insert '0'.

c. Does the Practice have any place of business outwith Scotland?
If **YES**, please state address(es).

YES

☐

NO

☐

d. Name of the Principal/Manager/Administrator to whom correspondence in connection with the Master Policy should be addressed.

Title	Initials	Surname	Email

e. Name of the Practice's nominated Risk Management Contact.

Title	Initials	Surname	Email

f. Name of Practice's nominated Claims Contact.

Title	Initials	Surname	Email

3. Personnel as at Commencement Date

a. **Principals** Total Number of Principals (Partners, Members or Directors).

(i) Please list the names of all Principals in the Practice as at Commencement Date (including Corporate Principals**).

<u>Surname</u>	<u>Forename(s)</u>	<u>Is he/she a Common Principal*?</u> <u>Yes/No</u>	<u>Other Practice</u>	<u>Previous Practice</u>	<u>Previous Status</u>

Notes:

* 'Common Principal' is a Principal who is a Partner/Director/Member in two or more Practices at the same time.

** 'Corporate Principals' being Principals which are partnerships, limited liability partnerships or companies.

(ii) Please list below the names of any Principal listed in 3.a.(i) above to which **both** of the following statements apply:

- He/she is not engaged in giving advice/undertaking work relating to Scottish engagements covered by the Master Policy.
- All client advice/work undertaken by him/her is **wholly covered** by other Professional Indemnity Insurance (i.e. insurance other than the Master Policy) maintained by the Practice.

<u>Surname</u>	<u>Forename(s)</u>

(iii) Do any of the **Corporate Principals**** listed in 3.a.(i) above carry out client work in the Practice?

YES ☐ NO ☐

If **YES** please list such **Corporate Principals****

b. **Other Personnel** Total Number of Solicitors (other than Principals) as at Commencement Date.

Total Number of Other Fee Earners as at Commencement Date.

Total Number of All Other Staff as at Commencement Date.

Note: Other Personnel includes all staff (including self-employed members of staff) but excludes Principals. If none, please insert '0'. Count any part-time personnel as one-half.

4. Criminal Court Practices

Are you applying for a reduced rate of premium as a "Criminal Court Practice"?

YES ☐

NO ☐

If **YES**, you are required to give an undertaking (form attached) to the Registrar of The Law Society of Scotland that you will engage in none other than criminal court work.

Please attach a copy of your completed Criminal Court undertaking document.

5. Low Fee Income Practices [annualised fee income not exceeding £70,000]

Are you applying for a reduced rate of premium as a "Low Fee Income Practice"?

YES ☐

NO ☐

Note: declare anticipated 12 month fee income in Appendix A.1.

6 Self insured Amount ('SIA')

Referring to the SIA Options described in the table below, please tick the box opposite the SIA Option selected by your Practice for 2016/2017.

SIA Options	2016/2017 standard Self-Insured Amount per principal per claim (capped at 15 Principals)	Premium consequence	Select SIA Option
Option 1 no reduction and no increase in level of SIA	£4,500	No premium adjustment	
Option 2 reduction in level of SIA	£2,000	Practice's premium increased by 22.5%	
Option 3 reduction in level of SIA	£3,000	Practice's premium increased by 12%	
Option 4 increase in level of SIA	£9,000	Practice's premium reduced by 11.5%	

Whatever level of standard SIA is selected by your Practice, that amount is doubled or trebled in respect of certain categories of claim:

Doubled SIA, in the case of claims relating to IPS awards, service complaint awards, unsatisfactory professional conduct awards, fraud, and specified risk management categories of claim (including claims arising out of failure to record/register deeds timeously, certain CML Handbook reporting breaches* and certain time bar categories*).

Trebled SIA, in the case of claims** arising out of certain CML Handbook reporting breaches and specified time bar categories.

* second intimation in rolling 5 year period.

** third and subsequent intimations in rolling 5 year period.

7. Financial Services

a. (i) Are you currently authorised by the FCA to conduct investment business, regulated mortgage activities or insurance business?

YES ☐

NO ☐

(ii) If **YES**, state FCA reference number.

b. Are you currently licensed by The Law Society of Scotland to conduct incidental financial business (IFB)?

YES ☐

NO ☐

8. Matters (Claims and Circumstances) not previously reported

After enquiry, has ANY CLAIM BEEN MADE AGAINST or ANY CIRCUMSTANCE WHICH MIGHT REASONABLY BE EXPECTED TO PRODUCE A CLAIM BECOME KNOWN TO any Principal, Consultant or Employee (including predecessors in business or former Principals during the past 5 years for acts (including dishonest acts), neglect, error or omission in relation to professional duties which has not previously been reported?

YES ☐

NO ☐

If **YES**:

Please supply,

- a memorandum relating to each matter not previously reported referring, in particular, to
 - the name of the client/claimant,
 - the cause of the claim/potential claim, and
 - an estimate of the sum(s) claimed.
- a copy of all relevant correspondence.

Total number of new matters now being Intimated

Fair Processing Notice

RSA will treat your personal information fairly and lawfully in accordance with the Data Protection Act 1998.

FINANCIAL OR TRADE SANCTIONS

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

IMPORTANT NOTICE CONCERNING YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

Before your professional indemnity policy takes effect you have a duty to make a fair presentation of the risks to be insured under your policy.

A *fair presentation of the risk* is one which:

- discloses to Insurers every material circumstance which you know of or ought to know of; or
- gives Insurers sufficient information to put them on notice that they will need to make further enquiries for the purpose of revealing those material circumstances,
- which makes that disclosure referred to above in a manner which is reasonably clear and accessible to Insurers; and
- every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.

A *material circumstance* is one that would influence an Insurers decision as to the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

A copy of the proposal should be retained for your records.

MASTER POLICY DECLARATION

I/We declare that every statement and particular contained within this proposal form:

- which is a statement of fact, is substantially correct, and
- which is matter of expectation or belief, is made in good faith.

If any such facts, expectations and/or beliefs materially change before your professional indemnity policy takes effect I/we undertake to provide details of all such changes to Insurers in order to comply with my obligation to provide a fair presentation of the risk to be insured under the professional indemnity policy.

I/We authorise the Insurers and/or Lockton Companies LLP to provide The Law Society of Scotland with evidence of my/our Master Policy cover.

Signature of Principal

Principal's Full Name

On behalf of

Date dd mm yyyy

[Proposal Form will be returned to the Practice if it is dated more than sixty days prior to Commencement Date]

A COPY OF THE PROPOSAL FORM SHOULD BE RETAINED BY YOU FOR YOUR OWN RECORDS

PLEASE ENSURE THAT ALL SECTIONS (INCLUDING APPENDIX A AND APPENDIX B) HAVE BEEN FULLY COMPLETED AND THE DECLARATION IS SIGNED AND DATED BEFORE THE PROPOSAL FORM IS SUBMITTED TO LOCKTON

CHECKLIST FOR YOUR OWN USE ONLY

Points to be checked before submission of Proposal Form

- Have memoranda been supplied in respect of Claims or Circumstances not previously reported? ☐
- Have all sections of the Proposal Form been fully completed including Appendix A - Fees Information and Appendix B - Sources of Fee Income? ☐
- Have all changes been initialled? ☐
- Has the Declaration been signed and dated no more than sixty days prior to Commencement Date? ☐
- Have you securely attached all additional information sheets with the Practice name shown at the top of each sheet? ☐
- Has a copy of the completed Proposal Form been retained for your own records? ☐



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Gross Fee Income includes all professional fees, remuneration, commission and other income of the Practice, but excludes interest, income and capital profit from funds or investments, rents received in respect of the Practice's properties, reimbursement of disbursements, Value Added Tax. Exclude fees earned whilst acting as a locum where the employing Practice provides Master Policy cover in respect of that work.

1. State Anticipated Gross Fee Income for 12 months up to the Practice's next financial year end.

£

2. Insert date of financial year end.

 dd mm

3. Is the percentage of Past Gross Fee Income (as declared in Appendix A.4 below) attributable to your largest client greater than 50%?
(Note: Do not count SLAB as a client for these purposes.)

YES ☐NO ☐

4. **Past Gross Fee Income for 12 months immediately preceding the period referred to in Appendix A.1**

Allocate by the following Principal Work Types (if nil insert '0'):			£ of Total below	% of Total (to 2 decimal places)
(11)	PROPERTY/CONVEYANCING	(5a)	£	%
(12)	COURT	(5b)	£	%
(13)	COMMERCIAL		£	%
(14)	CORPORATE	(5c)	£	%
(15)	FINANCIAL SERVICES		£	%
(16)	TRUST AND EXECUTRY		£	%
(17)	TAX ADVICE		£	%
(18)	INSURANCE		£	%
(19)	GENERAL		£	%
TOTAL PAST GROSS FEE INCOME			= £	= 100.00%.

5. Where applicable, please allocate the Past Gross Fee Income figures as declared in Appendix A.4 above for each of the following Principal Work Types.

(a) PROPERTY/CONVEYANCING		(b) COURT		(c) CORPORATE	
Commercial	%	Commercial	%	Company/Business Acquisition/Sales	%
Domestic (including domestic securities)	%	Criminal	%	Public Issues	%
Security Work (not domestic)	%	Personal Injury Work for Claimants/Pursuers	%	Employment (non litigious)	%
Hotels and Licensed Premises	%	Personal Injury Work for Defenders/Insurers	%	Other Corporate	%
Commercial Leasing (heritable property)	%	Non Personal Injury Work for Defenders/Insurers	%		100.00%
Estate Agency	%	Matrimonial	%		
Other Property/Conveyancing	%	Other Court	%		
	100.00%		100.00%		

THIS APPENDIX FORMS PART OF THE PROPOSAL FORM AND WILL BE DISCLOSED TO INSURERS

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NB if NIL for any category please insert NIL or "0".

Please Note: For work undertaken 'Elsewhere in the World' or for clients whose address is 'Elsewhere in the World' please ensure that the territories box has been completed. (Failure to detail the territories will result in the return of your Proposal Form for completion).

Table 1

Advise the percentage (to total 100%) of Gross Fee Income payable by clients for work undertaken by you in the following locations:	Last Financial Year (as declared in Appendix A.4) or part year	Forthcoming Financial Year (as declared in Appendix A.1)
(iii) In the UK.	%	%
(iii) In the USA, its territories and possessions or Canada.	%	%
(iii) Elsewhere in the World.	%	%
<u>In respect of work undertaken Elsewhere in the World, specify the territories concerned</u>		

Table 2

Complete this Table 2 if in Table 1(i) the percentage is greater than nil in one or both boxes (Last and Forthcoming). i.e. work has been/will be undertaken in UK

In respect of work undertaken by you in the UK please advise the percentage (to total 100%) for:	Last Financial Year (as declared in Appendix A.4) or part year	Forthcoming Financial Year (as declared in Appendix A.1)
Clients whose address is in the UK.	%	%
Clients whose address is in the USA, its territories and possessions or Canada.	%	%
Clients whose address is Elsewhere in the World.	%	%
<u>In respect of clients whose address is Elsewhere in the World, specify the territories concerned</u>		

Table 3

Complete this Table 3 if in Table 1(ii) the percentage is greater than nil in one or both boxes (Last and Forthcoming).
i.e. work has been/will be undertaken in USA, its territories and possessions or Canada

In respect of work undertaken by you in USA, its territories and possessions or Canada please advise the percentage (to total 100%) for:	Last Financial Year (as declared in Appendix A.4) or part year	Forthcoming Financial Year (as declared in Appendix A.1)
Clients whose address is in the UK.	%	%
Clients whose address is in the USA, its territories and possessions or Canada.	%	%
Clients whose address is Elsewhere in the World.	%	%
<u>In respect of clients whose address is Elsewhere in the World, specify the territories concerned</u>		

Table 4

Complete this Table 4 if in Table 1(iii) the percentage is greater than nil in one or both boxes (Last and Forthcoming).
i.e. work has been/will be undertaken Elsewhere in the World

In respect of work undertaken by you Elsewhere In the World please advise the percentage (to total 100%) for:	Last Financial Year (as declared In Appendix A.4) or part year	Forthcoming Financial Year (as declared In Appendix A.1)
Clients whose address is in the UK.	%	%
Clients whose address is in the USA, its territories and possessions or Canada.	%	%
Clients whose address is within the territory where the work has been performed.	%	%
Clients whose address is Elsewhere in the World but not in the territory in which the work has been performed.	%	%
<u>In respect of client & whose address is Elsewhere in the World, specify the territories concerned</u>		

THIS APPENDIX FORMS PART OF THE PROPOSAL FORM AND WILL BE DISCLOSED TO INSURERS

NOTES

Appendix A - Fees Information

For the purposes of completing sections 4 and 5 of Appendix A - Fees Information, work types are deemed to include those listed below.

PROPERTY/CONVEYANCING

- Domestic (including domestic securities)
- Commercial including:
 - Farms and Estates
 - Fishing
 - Minerals
 - Security Work (not domestic)
- Hotels and Licensed Premises
- Property Letting/Factoring
- Leasing (heritable property)
- Planning
- Time Share Schemes
- Crofting Matters
- Succession to Tenancies
- Estate Agency

COURT

- Arbitration
- Commercial
- Construction
- Criminal
- Personal Injury
- Matrimonial
- Criminal Injuries Compensation Board
- Employment Tribunal
- Children's Panel
- Debt Recovery/Defence/Diligence
- Alternative Dispute Resolution
- Licensing
- Reparation
- Re-possession
- Planning (Enquiry)
- Interdict
- Family/Child Law Matters
- Lands Tribunal

COMMERCIAL

- Partnerships
- Licensing
- Insolvency Work
- Leasing (non-heritable property)
- Environmental Law
- Intellectual Property
- Planning
- Employment Advice
- Banking
- Shipping/Maritime Law
- Energy Law
- Franchising
- Commercial Contracts
- Regulatory Matters

CORPORATE

- Company/Business Acquisition/Sales
- Employment Matters
- Insolvency
- EEC and Competition Law
- Banking
- Employee Benefits
- Management Buy-outs
- Share Purchase/Reorganisation
- Company Formation
- Company Secretarial
- Public Issues

FINANCIAL SERVICES

- Investment Advice
- Pension Advice
- Pension Scheme Administration
- Pension/Employee Benefits
- Mortgage Advice
- Tax Advice
- Insurance Advice (not general insurances)
- Bonds
- Split Capital Investments
- Zero Dividend Investments

TRUST AND EXECUTRY

- Will Drafting
- Trust Administration
- Trust Variation
- Executry Administration
- Tax Planning
- Off-Shore Trusts

TAX ADVICE

- Tax Compliance
- Tax Planning
- Tax Advice

INSURANCE

- General insurance work i.e. arranging or providing advice on arranging general insurance contracts, not concerned with Financial Services legislation

GENERAL

- Guardianship
- Charity Administration/Law
- Adoption
- Immigration/Naturalisation
- Preparation of Accounts
- Social Security Matters
- Mental Health Matters
- Miscellaneous advice and matters not otherwise shown e.g. Powers of Attorney

If you wish to use this document for the purposes of your undertaking to the Society, simply complete it in duplicate. One copy of the document should be submitted to the Society and one copy to be sent to Lockton Companies LLP with your Proposal Form.

The Registrar
The Law Society of Scotland
LP 1 Edinburgh - 1
Atria One
144 Morrison Street
Edinburgh
EH3 8EX

Dear Sir,

**The Master Policy for Professional Indemnity Insurance - 2016/2017
Criminal Court Undertaking**

I/We hereby undertake that this Practice's activities will be restricted to criminal court work only throughout the period _____ to 31 October 2017.

A copy of this letter has been sent to Lockton Companies LLP, brokers to the Master Policy.

I/We understand that this restriction will entitle us to a 75% discount on the basic premium element of the Master Policy premium and accordingly, I/we are applying for a reduced rate of premium.

If the situation changes, I/we will promptly notify you and the brokers to the Master Policy. I/we understand that if I/we rescind the criminal court undertaking, standard premium rates will apply as advised by the brokers.

Yours faithfully,

Signature of Principal _____ Principal's Full Name _____

On behalf of _____ Date dd mm yyyy

Our mission

To be the worldwide value and service leader in insurance brokerage, risk management, employee benefits and retirement services.

Our goal

To be the best place to do business and to work.



Lockton Companies LLP.

Authorised and regulated by the Financial Conduct Authority.

A Lloyd's broker. Registered in England & Wales at The St Botolph Building,
138 Houndsditch, London, EC3A 7AG. Company No. OC353198.

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