

Proposal form

For practices regulated by the Council for Licensed Conveyancers



Important notice

For the Proposer:

1. Before the insurance contract is entered into, if your policy is subject to the laws of England, Wales, Scotland or Northern Ireland, you must make a fair presentation of the risk to the insurer, in accordance with Section 3 of the Insurance Act 2015. The scope of this duty is set out in Schedule B of our standard client TOBA – please ask us for a copy of the TOBA and to explain what is expected, if required.

Your duty of disclosure will be different if your policy is subject to a law other than that of England, Wales, Scotland or Northern Ireland. However, all material facts which are relevant to the risk we are placing for you should be disclosed to insurers.

You should take care to complete claims and proposal forms or questionnaires required by insurers fully and accurately. If you become aware that you have omitted material information, or that material information that you have supplied before your insurance policy is finalised is incorrect or has been omitted, you should tell us immediately.

If you fail to comply with the applicable duty of disclosure it could result in the denial of your claim or avoidance of your insurance policy. You may wish to seek appropriate legal advice about the specific disclosure requirements of the applicable law of your insurance policy.

In summary, the proposer must:

- a. disclose to the insurer every material circumstance which the proposer knows or ought to know. Failing that, the proposer must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk and, if so on what terms (including premium);
 - b. make the disclosure in clause 1.a) above in a reasonably clear and accessible manner; and
 - c. ensure that every material representation as to a matter of fact is substantially correct, and that every material representation as to a matter of expectation or belief is made in good faith.
2. For the purposes of clause 1.a) above, the proposer is expected to know the following:
 - a. If the proposer is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b. If the proposer is not an individual, what is known to anybody who is part of the proposer's senior management; or anybody who is responsible for arranging the proposer's insurance.
 - c. Whether the proposer is an individual or otherwise, what should reasonably have been revealed by a reasonable search of information available to the proposer. The proposer cannot ignore or deliberately withhold information (this may amount to a breach of the duty of fair presentation even if the insurer had sufficient information to ask questions and did not do so). The information may be held within the proposer's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the proposer is insuring subsidiaries, affiliates or other parties, the insurer expects that the proposer will have included them in its enquiries, and that the proposer will inform the insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

If the proposer becomes aware that information provided prior to start of insurance cover was incorrect or incomplete, the proposer should tell us immediately.

If in doubt, please contact Miller.

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Completing this form

This form, and any supplementary information you provide, is your 'shop window' to persuade insurers why they should offer you a quotation. Every question is asked for a reason and the more information provided enables the underwriters to make an informed decision about your Firm.

Therefore, please complete every applicable question, provide additional information where it is requested and if you answer in the negative, we recommend that you provide full details outlining why and how you manage the risk addressed in the question.

How you complete this form and any additional information provided can have a fundamental effect on the way you are viewed by Insurers. It is therefore important to think about how your responses will be viewed by the Insurer.

Once complete email it, together with any additional information, to your designated Account Executive.

Data protection

Processing of personal data

If YOU provide us with any information which constitutes “personal data” (including any “sensitive personal data”), both YOU and we will treat such information at all times in accordance with “Data Privacy Laws” (including the General Data Protection Regulation 2016/679).

Miller companies may hold and process such information: (i) in order to provide our services to YOU; (ii) to facilitate the effective management, development or operation of the Miller companies; and (iii) in any country – including countries outside the European Economic Area, which may not have comparable data protection laws. Please review our full privacy notice at www.miller-insurance.com.

Identity verification

In order to ensure compliance with rules imposed on us by relevant UK regulators, we may run fraud prevention checks against the name of YOUR firm, or all or any of the individual partners or members in YOUR firm. We may use this information in order to comply with our regulatory, legal or good governance obligations. We will make checks such as verifying YOUR identity in order to prevent and detect crime, fraud and money laundering. We may disclose YOUR personal data to other companies in the Miller group of companies for the purposes described above. YOU agree to bring the above notice to the attention of each of YOUR partners or members before completing and submitting this proposal form. Each individual has the right to apply for a copy of their information (for which we may charge a fee) and to have any agreed inaccuracies corrected.

- By ticking here, you agree to the processing of your personal data, including, where relevant, special category/sensitive data, in the manner stated above in the paragraph entitled ‘Processing of personal data’.
- Please tick this box if you would like to subscribe to receive the latest news and insight from Miller Insurance Services LLP and its associated companies. Your information will not be passed to any third parties and you may unsubscribe at any time.

Definitions

For the purposes of this proposal and the cover to be provided under the Council's Master Policy, the following definitions will apply:

1. Authorised Person

As defined by the Legal Services Act 2007, includes a licensed conveyancer, solicitor, barrister and FILEX.

2. Conveyancing Services

Shall mean the preparation of transfers, conveyances, contracts and other documentation in connection with, and other services ancillary to, the disposition or acquisition of estates or interests in land.

3. Residential Conveyancing

The preparation of documentation relating to the sale and purchase, mortgage and transfer of freehold and leasehold properties, in which the owner resides or it is intended that the owner should reside, including second homes and mobile homes; the sale or otherwise of freehold and leasehold properties for and on behalf of the executors of estates; the sale and purchase of land upon which residential property is going to be constructed; the purchase of a residential property for investment purposes; the letting of a probate residence whilst the owner is abroad; the tenancy of a property owned by a private individual.

4. Commercial Conveyancing

Any conveyancing service which does not fall within the category of Residential Conveyancing .

5. Material Information

Includes any fact which a prudent underwriter may reasonably wish to know in relation to the assessment of your risk, the exposure and the calculation of any appropriate premium. You must disclose all such information whether or not a specific question has been included in this application form.

6. Proposer

The Practice on whose behalf this Proposal Form is completed.

7. Sub-Contractors/Sub-Consultants

If the services of sub-contractors and sub-consultants are utilised in connection with any of the services declared above then the total fee charged to the client should be declared.

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1. YOUR FIRM DETAILS

THE FIRM

Please provide details of all names under which you practice (including trading names) and all other entities for which you are seeking cover.

Practice Name

Please note: it is important that the Names you provide are accurate since these are the names that will appear on documents that we produce, including your evidence of insurance. Similarly, it is important that the Entity Types are accurate since these determine the Limit of Indemnity that you will need.

LOCATION AND COMPANY DETAILS

Main Office Address

Address Line 2

Address Line 3

Town

Postcode

Telephone

Website

CLC Registration Number

Date Established (dd/mm/yy)

CONTACT DETAILS

Professional Indemnity Contact

Contact Telephone

Contact Email

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Please note: If this is an application for a new firm then please attach CV's for all Principals and Consultants, a Business Plan and a Cash Flow Forecast, and answer the following question:

In the past 5 years, has a claim or notification been made against any of the Principals detailed in Section 4 question b) below? YES NO

If YES, please provide details on headed paper.

Do you have any offices, other than the main office detailed in Section 1, for which you are seeking cover? YES NO

If YES, please provide details on letter headed paper.

Are any of your offices located outside of England and Wales? YES NO

Has the Practice or any predecessor Practice been regulated by any other regulator other than the CLC? YES NO

2. PRIOR PRACTICES

a) Has the Practice changed or has any amalgamation or take-over taken place within the last 12 months? YES NO

b) Is the Practice planning any succession or merger with another Practice within the next 12 months? YES NO

c) Is the Practice associated financially or otherwise with any other firm or business? YES NO

If YES to any of the above, please give full details on headed paper.

3. BUSINESS STRUCTURE

a) Has the practice been approved as an Alternative Business Structure? YES NO

b) Does the practice have an intention to convert to an Alternative Business Structure in the next 12 months? YES NO

c) Is your practice a Limited Liability Partnership or a Company registered at Companies House? YES NO

d) Is the practice intending to become a Limited Company or Limited Liability Partnership? YES NO

If YES, please give details on headed paper.

4. YOUR STAFF DETAILS

a) Please state the number of staff in each of the following categories for the past year:

	FT	PT
Managers who are Authorised Person		
Other Managers		
Employed Fee Earners		
Employed Authorised Persons		
Other Employees (including secretarial: excluding domestic and catering staff)		

Please note:

'FT' means full-time; "PT" means part-time.

'Other staff' includes secretarial staff but excludes cleaning staff, maintenance staff and other manual employees.

In any one year, no individual should be included in more than one box.

If some boxes do not apply to your circumstances, please leave these boxes blank.

b) Please provide details of each current partner/manager/director of the firm.

For each, please provide the following details:

CLC Number	Full name	Position* (as description below)	Date of Birth (dd/mm/yy)	Supervisor (YES / NO)
				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"/>

- * APM Authorised Person Manager
- M Manager
- EAP Employed Authorised Person
- OFE Other Fee Earner

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- c) Do any of the managers/principals/directors listed, or any of their immediate family members, currently hold or have previously held public office? YES NO
- d) Does the Practice provide professional services for any client in which any Manager or Director holds a Partnership/Directorship or has any other financial interest connected or associated (financially or otherwise) with any other Practice, Company or Organisation? YES NO
- If YES, please provide full details on the Practice's HEADED notepaper.
- e) If the Practice has only one Manager can you confirm that you utilise a Locum and that you have a screening procedure in place, take up references where appropriate and obtain details of their involvement in any claims or circumstances that may have been made against them in relation to any current or previous business or employment? YES NO
N/A
- f) Where the Practice has Managers, Partners and/or Directors based at separate locations, can you confirm that each Manager, Partner and/or Director complies with their obligations under the CLC's Code of Conduct and the CLC's supporting Codes and Guidance in relation to the whole Practice? YES NO
N/A

5. GENERAL QUESTIONS

a) In respect of the CLC, The Solicitor's Disciplinary Tribunal, The Bar Standards Board, The ILEX Professional Standards Disciplinary Tribunal or any professional body, have any of the Managers or employees:

- i) ever been disciplined or reprimanded? YES NO
- ii) ever been expelled? YES NO
- iii) received notice that any disciplinary proceedings are to be instituted against them? YES NO
- iv) been required to undergo any further training and/or sit additional examinations at their request? YES NO
- v) been made aware of any circumstances which might give rise to disciplinary proceedings being instituted against them? YES NO
- vi) been issued with a licence subject to a condition or restriction? YES NO

If YES, please give full details on the Practice's HEADED notepaper.

b) Please provide a brief overview as to how you see the Practice developing during the next 24 months including, where possible, any significant changes in business activity and staffing levels.

- c) Does the Practice provide services via its website? YES NO
- d) Does your Practice outsource any legal, secretarial or other work? YES NO
- e) Has your Practice or any Prior Practice ever undertaken Financial Advice and Services? YES NO
- f) Are each of the reserved legal activities or services provided by the Practice supervised by an Authorised Person authorised to provide those services? YES NO
- g) Has the firm acted for clients who have sought to take advantage of SDLT mitigation or avoidance schemes? YES NO

If YES, please provide full details.

6. PRACTICE GROSS FEES (EXCLUSIVE OF VAT)

	Date (dd/mm/yy)	UK	Elsewhere	Total
Estimate for current accounting period ending				
Last complete annual accounting period ended				
Previous complete annual accounting period ended				
Previous complete annual accounting period plus one				

USA/Canada/Elsewhere: If you have ever billed clients domiciled or with a billing address in the USA (including its territories and possessions), Canada, or Elsewhere please provide full details of the work undertaken and confirm if the work undertaken is under England and Wales law only on headed paper.

Please note: names of clients should not be provided due to client confidentiality.

a) Are the fees declared above net or gross of any referral fees?

NET GROSS

If NET, please provide the amount of referral or other fees paid in the last financial year.

Residential Conveyancing £

Commercial Conveyancing £

b) Please provide the percentage of the gross fee income for the past three financial years deriving from:

	Prior year (+2)	Prior year (+1)	Prior year
i) Residential Conveyancing (see definitions)	%	%	%
ii) Commercial Conveyancing (see definitions)	%	%	%
iii) Information/Advice on the provision of purchase finance directly related to the conveyancing service offered	%	%	%
iv) Property Sales (excluding property valuation/property surveying)	%	%	%
v) Probate including Lasting Powers of Attorney – see question 5	%	%	%
vi) Will drafting – see question 5	%	%	%
vii) Any other services (please provide full details on the Practice's HEADED notepaper)	%	%	%
Total	%	%	%

7. NATURE OF WORK – CONVEYANCING

a) In respect of the last financial year, please state the average fee per transaction for:

Residential Conveyancing £

Commercial Conveyancing £

b) Please state the number of completed conveyancing transactions for which the Practice charged a fee during the last financial year in respect of:

Residential Conveyancing

Commercial Conveyancing

c) What was the property value of the Practice's largest transaction in the past five years? £

d) What percentage of the total fee for your last financial year relates to remortgage work? %

e) Have you acted for either buyer or seller in any new build transactions where a deposit of greater than 10% has been paid? YES NO

If YES, please provide the following information on headed paper:

Name of the Developer; Name of the Development; Number of transactions on each development;

Total value of the properties transacted on each development; Total fees received in respect of this work

f) Do you warn of the potential that deposits will be lost if developers enter liquidation and is this evidenced in writing? YES NO

g) I/We confirm the Practice has not knowingly ever acted for a seller, buyer or developer on a Buyer Funded Development YES NO

h) I/We confirm the Practice will not undertake any transactions in any way related to Buyer Funded Developments in the forthcoming policy period YES NO

i) Have you ever acted on any transaction involving overseas properties, overseas developments or any transactions involving UK properties or UK developments for overseas buyers? YES NO

Please explain how this work is generated and how you select which work to accept. Include details of any additional checks relating to overseas domiciles.

j) Over the last 5 years have you acted for multiple buyers of properties in the same development or in the same building? YES NO

If YES, please provide full details.

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- k) Over the last 5 years have you acted for one buyer purchasing multiple properties whether or not in the same development or in the same building? YES NO

If YES, please provide full details

- l) In the last 5 years have you acted or been proposed as a buyers preferred conveyancer for a development or in relation to the same building? YES NO

If YES, please provide full details.

- m) Please confirm and provide evidence that lenders and buyers are advised of:

(a) escalating ground rents on all leasehold properties; YES NO

(b) the need to seek independent valuation advice on any escalating ground rent. YES NO

Do your standard terms and conditions/reports on title include a statement advising your clients to seek independent valuation advice on escalating ground rents? YES NO

If NO, why not? What other controls are in place to ensure all leasehold properties with escalating ground rents are reported to lenders and buyers?

- n) In the last 6 years has the Firm ever:
Undertaken legal work for Equity Release Mortgages or Home Income Plans? YES NO

Provided financial advice on Equity Release Mortgages or Home Income Plans? YES NO

Are you a member of the Equity Release Council? YES NO

- o) What procedures are in place to ensure that potential issues with Multiple Dwellings Relief are identified during a conveyancing transaction and what training is given to staff on this topic?

- p) Have you ever acted in connection in any investment schemes, for example but not limited to, those including student pods, care homes, hotel rooms, fine wine, crypto currency, self-storage units, car parking spaces, carbon credits, land banking or natural resources? YES NO

- q) Do you act for Buyers and Sellers on the same transaction? YES NO

If YES, what additional safeguards are put in place and please confirm you notify all parties.

- r) Have you continued to act in respect of purchases of, sales of, or any other transactions involving, leasehold properties affected by the Building Safety Act 2022 (BSA) since the Act came into force? YES NO

If YES, please confirm the steps taken to mitigate the additional exposures that are placed upon you in respect of these transactions.

8. NATURE OF WORK – ESTATE PLANNING AND PROBATE

If the Practice requires cover in respect of advice given and services performed as Estate Planning and Administration Consultants (including will drafting, will storage, advance directives, joint tenancies, establishment of trusts, powers of attorney, codicils and pre-paid funeral plans) or Probate Specialists, please answer the following questions:

- a) Does a Manager of the Practice have a CLC Probate License? YES NO
 If YES, what date was it granted?
- b) Does the Practice have separate letter-headed paper for will drafting work? YES NO
- c) If this work is not regulated by the CLC, does the Practice maintain separate office and client accounts for will drafting work, kept apart from the Licensed Conveyancing and/or CLC regulated Probate accounts? YES NO
- d) Is the Practice's wills storage area fireproof? YES NO

9. NATURE OF WORK – OTHER WORK

- a) Does the Practice provide any services which are not licensed and regulated by the CLC? YES NO
 (Services are not licensed if they are not specifically itemised on the Practice license issued by the CLC).

b) If YES

i) Please itemise each service provided with a percentage of the overall fee income attributable to each work area:

	%
	%
	%

- ii) Are these services supervised by an Authorised Person competent to provide those services? YES NO

8. YOUR INSURANCE REQUIREMENTS

a) Please state the Residential Conveyancing Policy Excess required:

£3,500

£5,000

£7,500

Other – please state £

b) Do you require quotations for cover in excess of the CLC Compulsory Limit of Indemnity?

YES NO

If YES, what additional cover is required?

£

9. CLAIMS AND CIRCUMSTANCES

Please provide details about your claims record as follows:

- a) For each of the past 6 years, including the current policy year, please confirm whether claims and/or circumstances were notified in that year by answering Yes or No as appropriate.

Year	Claims	Circumstances	
Current	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>
Prior	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>
Prior +1	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>
Prior +2	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>
Prior +3	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>
Prior +4	YES <input type="radio"/> NO <input type="radio"/>	YES <input type="radio"/> NO <input type="radio"/>	N/A <input type="radio"/>

If you answered YES to any of the above, please provide details on letter headed paper.

Please note: if the firm was not established in any of these years you should enter N/A against for that year.

- b) Are any Managers AFTER ENQUIRY, aware of any circumstances which they believe may give rise to a claim against the Practice(s) or its predecessors in business or any of the present or former Managers? YES NO

If YES, please give full details (if necessary please continue on the Practice's HEADED notepaper).

Claimant	Date Notified (dd/mm/yy)	Amount Claimed	Comments on Liability and Quantum
		£	
		£	
		£	
		£	

- c) In respect of any of the "Claims/Circumstances" referred to above, have any payments been made or are any reserves being held? YES NO

Please note: 'payments' include payments by you or insurers in respect of the settlement of a claim, claimants' costs and / or defence costs. Similarly, 'reserves' include reserves held by you or insurers in respect of the settlement of a claim, claimants' costs and / or defence costs.

10. RISK MANAGEMENT

- a) Is anti-fraud training provided to all employees who are responsible for authorising and executing payments or fund transfer requests? YES NO
- b) Is training given to all staff never to disclose PIN/Security/Account Numbers for client accounts to unverified third parties? YES NO
- c) Are the following checks always made and documented when a payment or fund transfer request is made?
- i. Reason for the payment is confirmed? YES NO
 - ii. Authenticity of the payment is confirmed? YES NO
 - iii. All payee names and addresses have been validated by the client and match those held on your company's records? YES NO
 - iv. All account numbers, names and sort codes have been validated by the client and match those held on your company's records? YES NO
 - v. Written or verbal confirmation from the client that the payment is genuine and correct? YES NO
 - vi. Prior to payment or funds transfer instruction is received a direct call to the client is made using the telephone number provided? YES NO
- d) Do you comply with lender requirements on verification of identity? YES NO
- e) If you do not meet a client prior to a transaction, how do you establish identity?
- f) Please confirm the number of Russian or Belarusian clients in the last year.
- g) Please confirm that you use an electronic tool for sanctions checking of all clients prior to engagement YES NO
- h) Does an Authorised Person Manager directly supervise all residential conveyancing transactions undertaken by the firm and conduct file audits on residential conveyancing files including Authorised Person Managers ("APM") and Managers ("M")? YES NO
- i) What steps are in place to safeguard against mortgage fraud?
- j) Do any of your staff work from home? YES NO
- i. If YES, how are they monitored and supervised?

11. CYBER

- a) Do you have Cyber Liability Insurance? YES NO
- b) Do you have an information security (IS) policy? YES NO
- i. Are staff given formal awareness training on IS annually? YES NO
- c) Is Antivirus software installed on all systems and antivirus updates are monitored? YES NO
- d) Are security patches regularly deployed? YES NO
- e) Do all external gateways/access points have firewall protection? YES NO
- f) Do all users have mandatory, individual and unique non-trivial User IDs and Passwords, with the Password changed periodically? YES NO
- g) Is dual verification used to access the Company's system(s)? YES NO
- h) Is there a Disaster Recovery Plan implemented and updated regularly? YES NO
- i) If you outsource your IT function please confirm the outsourcing contract includes security requirements that should be observed by the service provider? YES NO
- j) Please confirm you have not waived your rights of recourse against the service provider in the outsourcing contract? YES NO
- k) The Number of personal information records held by the firm?
- l) What information do you collect/process? YES NO
- i. Commercial and marketing information YES NO
- ii. Payment Card or financial transactions information YES NO
- iii. Health information YES NO
- iv. Other – please specify
- m) Have you experienced any of the circumstances below? If so, please provide full details.
- i. An alleged compromised or misuse of personal information whilst in your possession? YES NO
- ii. A significant system intrusion, virus or malicious code attack, loss of data, hacking incident or similar at some point in the last 24 months? YES NO
- iii. The need to discipline an employee for data access/breach related activities? YES NO

12. OTHER MATERIAL INFORMATION

- a) Are there any other details not specifically addressed elsewhere in this proposal form that you think would benefit your application to insurers? YES NO

If YES, please provide details. *(Please attach all relevant and required information to your submission email).*

- b) Is there any other **Material Information** not specifically addressed elsewhere in this proposal form that you think may affect your application to insurers? YES NO

Material Information includes any fact which a prudent underwriter may reasonably wish to know in relation to the assesment of your risk, the exposure and the calculation of any appropriate premium. You must disclose all such information whether or not a specific question has been included in this application form.

If YES, please provide details.

13. DECLARATION/SUPPLEMENTARY QUESTIONNAIRES

Duty of fair presentation:

It is your duty to make a fair presentation of the risk to the insurer, in accordance with Section 3 of the Insurance Act 2015.

You must:

- a) disclose to the insurer every material circumstance which the proposer knows or ought to know. Failing that, the proposer must give the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk and, if so on what terms (including premium);
- b) make the disclosure in clause a) above in a reasonably clear and accessible manner; and
- c) ensure that every material representation as to matter of fact is substantially correct, and that every material representation as to matter of expectation or belief is made in good faith.

Failure to do so may prejudice your rights in the event of a claim or result in insurers voiding your policy:

The minimum compulsory level of cover:

Under the Council for Licensed Conveyancers (CLC) Participating Insurers Agreement (PIA), the Insurers are not entitled to avoid or repudiate this Policy on any grounds whatsoever including, without limitation, non-disclosure, misrepresentation, breach of warranty, condition or condition precedent however Insurers will have the right to seek reimbursement of the benefit of this Policy in relation to fraudulent non-disclosure, misrepresentation or untrue statement in the proposal form where Insurers have proved such non-disclosure, misrepresentation or untrue statement was made with fraudulent intent.

The PIA applies to the compulsory level of cover only.

Excess Layer policies placed in excess of the minimum compulsory level of cover:

Unless agreed otherwise, failure to make a fair presentation of risk in accordance with the Insurance Act 2015, will provide insurers with the following remedies in the event of a breach of duty of fair presentation:

1. If the breach of duty of fair presentation was prior to entering into the insurance contract, the remedies available to the insurer are set out below:
 - a) If the insured's breach of the duty of fair presentation is deliberate or reckless:
 - i) the insurer may avoid the contract, and refuse to pay all claims; and,
 - ii) the insurer need not return any of the premiums paid.

- b) If the insured's breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the insured had complied with the duty of fair presentation:
 - i) If the insurer would not have entered into the contract at all, the insurer may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the insurer so requires.

In addition, if the insurer would have entered into the contract, but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

- 2. If the breach of duty of fair presentation was prior to entering into a variation to the insurance contract, the remedies available to the insurer are set out below:

- a) If the insured's breach of the duty of fair presentation is deliberate or reckless:
 - i) the insurer may by notice to the Insured treat the contract as having been terminated from the time when the variation was concluded; and,
 - ii) the insurer need not return any of the premiums paid.
- b) If the insured's breach of the duty of fair presentation is not deliberate or reckless, the insurer's remedy shall depend upon what the insurer would have done if the insured had complied with the duty of fair presentation:
 - i) If the insurer would not have agreed to the variation at all, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If the insurer would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the insurer so requires.
 - iii) If the insurer would have increased the premium by more than it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - iv) If the insurer would not have reduced the premium as much as it did or at all, then the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the insurer shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

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Declaration

Please read this paragraph carefully before signing the declaration.

It is essential that every proposal, when seeking a quotation to take out or renew any insurance, discloses to the prospective Insurers all material facts and information (including all material circumstances) which might influence the judgement of an Insurer in deciding whether to accept the risk and on what terms. The obligation to provide this information continues up until the time that there is a completed contract of insurance. Failure to do so entitles the Insurers, if they so wish, to avoid the contract of insurance from inception and so enables them to repudiate liability thereunder. If you have any doubt as to what constitutes a material fact or circumstance please do not hesitate to ask for advice.

I/we declare that I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

Signed:

Print name:

Position:

Dated (dd/mm/yyyy)

A copy of this proposal form should be retained for your own records.

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