

**BLACKFRIARS GROUP
PROFESSIONAL RISK SOLUTIONS**

1. Completion of this proposal does not bind insurers to accept a risk. The quotation provided is strictly subject to acceptance by the underwriters, following receipt of this proposal.
2. Please see attached 'BLACKFRIARS GROUP' Terms of Business, which apply.

Company Name:

Address:

Telephone:

Date Established:

General Activities (please indicate)

COMPUTING	WHITE COLLAR ENGINEERING	INTERIM MANAGEMENT	BUSINESS CONSULTING/AND OR BUSINESS AND FINANCE CONSULTING
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Are you a :-

BSC Member NO

IIM Member NO

Details of company Directors

	Name	Qualifications	How long as Director
1.			
2.			
3.			
4.			

Number of Practising Directors/Contractors:

Number of other staff:

Please clarify the role of each employee

Please provide a brief description of business activities

(NOTE for example if you are a 'business or management consultant' include what you consult on and to what industry OR if you are a 'graphic designer', include details of what you design and who for)

Does the average turnover per contractor exceed £200,000?

NO

Professional Indemnity Limit required: £

Public Liability Limit Required: £1,000,000

We confirm that:

The directors, after enquiry, are NOT aware or suspect or have grounds for suspecting any circumstances which might give rise to a claim against the business or any present or former Directors.	YES
NO claim such as would be covered by the proposed insurance has ever been made against the company or any of its Directors whilst in this or any other company.	YES
NO insurer has ever declined a proposal or renewal for this business or any Director	YES

DECLARATION

I/We declare that the statements and particulars in this proposal are true and that I/we have not misstated or suppressed any material facts. I/we agree that this proposal together with any other information supplied by me/us shall form the basis of any contract of insurance effected thereon. I/we undertake to inform insurers of any material alterations to these facts whether occurring before or after completion of the contract of insurance.

I/we accept Blackfriars terms of business.

I/we currently have/recently had professional indemnity insurance YES/NO

If 'yes' please confirm the expiry date of present cover _____

If 'yes' please confirm the existing retroactive date _____
(Cover applies to all work undertaken since this date)

IMPORTANT - PLEASE NOTE 12 MONTHS RETROACTIVE COVER IS AVAILABLE AT NO ADDITIONAL COST, PROVIDED THERE HAS BEEN NO GAP IN COVER AND SATISFACTORY PROOF IS AVAILABLE. You are required to provide proof (by way of written confirmation from previous insurer, or copy schedule/cover note stating this date). If over 12 months is required or if there has been a gap in cover, insurers will consider the request for retroactive cover subject to an additional premium.

I/We would like the insurance to commence on _____
(NB Cover cannot be backdated and can only apply following receipt and acceptance by underwriters and receipt of premium)

Signature of Director	
Name of Signatory	
Date	

PLEASE PRINT THIS FORM, MAKE ANY AMENDMENTS NECESSARY, SIGN THE DECLARATION AND SEND, WITH YOUR CHEQUE PAYABLE TO 'BLACKFRIARS GROUP'.

OR

FOR CREDIT CARD PAYMENTS (EXCLUDING AMERICAN EXPRESS), SUBJECT TO 1.8% HANDLING CHARGE ON TRANSACTION VALUE, PLEASE COMPLETE THE AUTHORITY ON THE FOLLOWING PAGE

SEND TO:

Blackfriars Group, Professional Risk Solutions Orchard House, 10 Church Grove, Aldham, Colchester, CO6 3SA	
Blackfriars Group, Professional Risk Solutions 6 Congleton Road, Sandbach, Cheshire, CW11 1HN	RETURN TO THIS OFFICE

PAYMENT BY CREDIT CARD AUTHORITY
 (We may need to contact you for further details)

NAME OF PROPOSER/COMPANY _____

<p>Please indicate alongside if you would prefer us to contact you to take card details (Please note cover cannot commence until we have received the premium and following subsequent acceptance by underwriters)</p>	
<p>Telephone Number</p>	

Please Indicate Type of Card	Access/Mastercard	Visa	Debit Card
Card Number			
Start Date (if given on card)			
Expiry Date			
Issue Number (Switch Only)			
Name as it appears on the Card			
<p>Amount to be debited £ (A 1.8% additional charge will be added to any credit card payments)</p>			
<p>Please provide the address if different where your debit / credit card bill is sent.</p>			
		<p>Post Code</p>	
<p>Signature of Cardholder</p>			<p>Date</p>

PROFESSIONAL CONSULTANTS INSURANCE PACKAGE

SPECIMEN SCHEDULE WORDING ONLY
THIS IS NOT THE POLICY WORDING. IF YOU WOULD LIKE TO SEE A COPY OF THE
FULL POLICY WORDING, PLEASE REQUEST A COPY AND THIS WILL BE
FORWARDED BY RETURN

CERTIFICATE NO. TLD/CC/04/«CertificateNo»

NAME: «Company»

ADDRESS: «Address1» «Address2» «Address3» «County» «PostalCode»

BUSINESS DESCRIPTION: «PolicyType2»

PERIOD OF INSURANCE: (a) From: «InceptionDate»
To: «Expiry_Date»
Renewal date: «Renewal_Date»

(b) Any subsequent period for which the Insured shall pay and the Company shall accept a Renewal Premium.

LIMITS OF INDEMNITY:	Section	Limit of Indemnity
	1	Employers' Liability £10,000,000
	2	Public Liability £ 1,000,000
	3	Products Liability £ 1,000,000
claim	4	Professional Indemnity £<cover level>any one
annual aggregate		£<cover level> in the

PREMIUM: £«Premium» plus £«IPT» Insurance Premium Tax
(Please note there is no provision under this policy for a return of premium should the policy be cancelled mid-term by the Insured)

- ENDORSEMENTS:**
- 1) Section 2 subject to an excess of £250 each and every claim in respect of Property Damage.
 - 2) Section 4 subject to an excess of £Nil in respect of the first claim and £250 each and every claim thereafter.
 - 3) The Company will not indemnify the Insured in respect of any liability arising offshore.
 - 4) Notice of claims to be given to _____
 - 5) Proposal or Renewal Declaration dated «QUOProposalDate»
 - 6) Retroactive Date in respect of Section 4: «QUORetroDate»
Where a Retroactive Date is shown above the Operative Clause will not apply to claims made against the Insured by reason of wrongful acts committed or alleged to have been committed prior to the said retroactive date.
 - 7) Date Recognition Clause as attached.
 - 8) Exclusion of Terrorism Clause as attached.
 - 9) It is warranted that any subcontractors utilised by the Insured enjoy their own Combined Liability and Professional Indemnity insurance coverage to the minimum extent of those provided by this policy.
 - 10) FSA Exclusion Clause as attached.

ACE INSURANCE S.A.-N.V. in consideration of the premium specified herein, hereby agrees to insure against liability to the extent and in the manner herein provided

IN WITNESS WHEREOF this Certificate has been signed for and on behalf of **ACE INSURANCE S.A.-N.V.** by an Authorised Person:

DATE RECOGNITION CLAUSE

This policy does not apply to liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from or relating to:-

- (A) any actual or alleged failure or inability of any Computer Equipment whether or not owned by or in the possession of the Insured:
- 1) to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) Date/Time Material; or
 - 2) to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute) any data or information as a result of the treatment of any Date/Time Material by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it
- (B) any actual or alleged failure to provide or inadequacy of any services whether provided by the Insured or any other person or persons due to any actual or alleged failure or inability described at paragraph (A) above
- (C) any advice consultation design evaluation inspection installation maintenance alteration repair replacement or supervision provided or done by the Insured or for or on behalf of the Insured to determine rectify or test for any potential or actual problem described at paragraph (A) above

For the purpose of this Endorsement:

- (1) Computer Equipment means:
- (a) computer hardware including microprocessors
 - (b) computer application software
 - (c) computer operating systems or related software
 - (d) computer networks
 - (e) microprocessors (computer chips) not part of any computer system
 - (f) any other computerised or electronic equipment
 - (g) any other equipment which directly or indirectly contains uses or relies upon in any manner any of the items listed at (a) to (f) above
- (2) Date/Time Material means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered

EXCLUSION OF TERRORISM CLAUSE

Section 1 of this Policy does not apply to any liability caused by or arising from

- a) an Act of Terrorism
- and/or
- b) Bodily Injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

For the purpose of this endorsement an Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Provided that this exclusion shall only apply in respect of payments for damages of amounts in excess of £5,000,000 for any one claim or series of claims arising out of any one occurrence.

If the Company alleges that by reason of this exclusion any liability is not covered by this Policy, the onus of proving to the contrary shall be upon the Insured.

FSA EXCLUSION CLAUSE

Section 4 of this Policy does not apply to any liability caused by or arising from any activity where the Insured is deemed to be acting as the nominated compliance officer or similar role for their client.

GENERAL TERMS OF BUSINESS AGREEMENT

FOLLOWING YOUR FIRST/ORIGINAL ACCEPTANCE (BY WHATEVER MEANS) OF A QUOTATION PROVIDED BY US, WE WILL CONTACT YOU ANNUALLY CONCERNING RENEWAL OF SUCH POLICY AUTOMATICALLY, APPROXIMATELY 6 WEEKS PRIOR TO THE RENEWAL DATE, UNLESS YOU SPECIFY UPON FIRST/ORIGINAL ACCEPTANCE THAT YOU DO NOT REQUIRE US TO DO THIS.

In the absence of an agreement to the contrary this document sets out the terms of our relationship with you (our 'client') for our provision to you of insurance broking services as set out herein.

We are an independent intermediary and offer transactional and/or advisory services for your professional indemnity and directors & officers liability insurance requirements and are not tied to any one insurer. Blackfriars Group (based in Sandbach) advises on all types of non-life general insurance products and is not tied to any one insurer. PRS engages the services of the Group members to assist PRS clients with all insurance requirements. You are required to inform us immediately should you have any queries or concerns relating to this Agreement at the time of acceptance of insurance. These terms and conditions are accepted by you either a) when you ask us to provide a quotation for you and we issue the terms then or b) upon acceptance of the first policy of insurance we place on your behalf. The terms apply to all insurance policies placed by us on your behalf thereafter, unless an up-dated version of this document is provided to you to supersede this.

OUR SERVICES

Negotiating & Placing

We will discuss your requirements with you, including the scope of cover, limits to be obtained and the cost. Upon receipt of your instructions, whether oral or written, we will endeavour to satisfy your insurance requirements. During the course of the placement of your policy(s) we will endeavour to keep you informed of the progress of our negotiations and identify any inability to obtain coverage required. We will use our reasonable endeavours to implement your insurance programme, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate).

We will provide you with information about the insurance cover to be recommended to you to enable you to decide whether to accept the cover. As your insurance broker we will answer any questions you may have on the proposed cover, its benefits, restrictions, exclusions and conditions.

We may place your insurance utilising the services of another intermediary or Lloyds Broker where we reasonably consider the available insurance to match your requirements/instructions appropriately. In such instances we shall inform you accordingly by reference to 'insurer'.

Market Security

We review the financial soundness of the proposed insurer and markets we recommend using public information including that available from Standard & Poor's or A M Best. However we will not in any circumstances act as an insurer or reinsurer nor will we guarantee or otherwise warrant the solvency of any insurer, or market (including Underwriting Agencies or Lloyd's brokers) for your requirements. As a consequence the decision regarding the suitability of any insurer or market rests with you. If you have any concerns regarding any insurer or market chosen for your insurance requirements, you must advise us as soon as possible and we will discuss them with you.

Servicing and claims

Unless otherwise agreed we will send you the documentation confirming the basis of the cover secured on your behalf, including details of the insurer, with an invoice showing the amounts payable. The dates that the money is due together with any penalties for late payment will be clearly stated to you.

We will forward any policy documentation and any amendments or endorsements to your policy as soon as reasonably practicable.

Except where we agree with you or, because market practice determines otherwise, we will provide our claims handling services during the policy period for the policies placed by us. Our claims handling services include, upon receiving the required information from you, the notification of the claim or circumstances to insurers; representing you in the resolution of the claim and arranging the collection and/or settlement of the claim in accordance with market practice and your policy terms and conditions. Where claims are to be dealt with by insurers directly we will provide advice and support as requested.

Our claims handling services will cease only where we are satisfied that you have instructed another entity to assume the claims servicing obligations for your insurance.

Where we collect claims payments these will be remitted to you as soon as possible. However we will not remit claims monies to you before we have received it from insurers.

Electronic Communications

We may communicate with you by electronic mail, sometimes attaching further electronic data, where this is consented. By consenting to this method of communication we and you accept the inherent risks (including security risks of interception of or unauthorised access to such communications, the risks or corruption of such communications, the risks of viruses or other harmful devices). Notwithstanding that we and you have reasonable virus checking procedures on systems and you will be responsible for virus checking all electronic communications sent to you. You will also be responsible for checking that messages received are complete. In the event of a dispute neither of us will challenge the legal evidential standing of an electronic document and the PRS record will be deemed the definitive record of electronic communications and documentation.

YOUR RESPONSIBILITIES

Proposal Forms

For certain classes of insurance you may be required to complete a proposal form, questionnaire or similar document. We are only able to provide guidance in this respect.

<p>Disclosure of Information</p> <p>You are responsible for providing us with the information we request from you to enable us to seek the cover you require. We will not be responsible for any consequences which may arise from any delay or failure by you to do so. You remain responsible for any decisions you make.</p> <p>Further all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalising the terms to apply and/or the cost of the cover must be disclosed. There is no duty on insurers to make enquiries of you. Failure to make such disclosure allows insurers to avoid the policy. This duty of disclosure commences before a contract of insurance commences, continues throughout and applies equally at renewal of your policies and on taking out new policies.</p> <p>Please discuss with us if you have any doubts about what is material or have any concerns that we may not be aware of material information.</p> <p>You must advise us as soon as reasonably practicable of any changes to your circumstances that may affect the services to be provided by us or the cover provided under your policy.</p>
<p>Your Policy</p> <p>You are responsible for reviewing the evidence of insurance cover to confirm that it accurately reflects the cover, conditions, limits and other terms that you require. Particular attention should be paid to any policy conditions and warranties, as failure to comply with them may invalidate your coverage and the claims notification provisions. If there are any discrepancies you should consult us immediately.</p>
<p>Claims</p> <p>You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under your policy or similar documentation provided you should fully familiarise yourself with the coverage conditions or other procedures immediately relating to claims or circumstances and to the notification of such. Failure to adhere to the notification requirements, particularly timing as set out in the policy or other document, may entitle insurers to deny your claim. In presenting a claim or circumstance it is your responsibility to disclose all facts which are material to the claim.</p> <p>Claims may be made against some policies long after the expiry date. It is important that you keep your policy documents in a safe place.</p>
<p>Provision of Information</p> <p>All activities undertaken by us as outlined in this document are provided by us for your exclusive use and all data, recommendations, proposals, reports and other information provided by us in connection with our services are for your sole use. You agree not to permit access by any third party to this information without our express written permission. We reserve the right to take action to protect proprietary information.</p>
<p>Payment of Premium</p> <p>You will provide settlement with cleared funds of all monies due in accordance with the payment date(s) specified in our invoice or other relevant payment document. Failure to meet the 'payment date' may lead to insurers cancelling your policy. We are under no obligation to pay premium by the payment date to insurers on your behalf.</p>
<p>OUR REMUNERATION</p>
<p>Basis</p> <p>Our remuneration will be either as a fee as agreed with you or more usually brokerage which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance contract is placed. If appropriate, considering minimum levels of remuneration required for work undertaken by us, we may receive a fee and brokerage.</p> <p>Brokerage and fees are earned for the policy period and we will be entitled to retain all fees and brokerage in respect of the full policy period in relation to policies placed by us. This applies as soon as you ask us to place a policy on your behalf even if your instruction is given before the required policy inception date. If it is appropriate for us to use another intermediary to assist us in fulfilling your insurance requirements, these companies will receive usual and customary remuneration for the services they provide, which are likely to follow this condition - i.e. all fee/brokerage/commission will be retained in full regardless of policy cancellation. Please also refer to the note below concerning cancellation, which has been provided to assist you.</p>
<p>Confidentiality</p> <p>We will treat any information in our possession which relates to your business as confidential. It will be necessary, however for us to disclose information that you consider confidential to insurers or other parties, when acting on your behalf, where we reasonably consider such information to be material to the risks being covered.</p>
<p>Complaints</p> <p>Should you have any cause for complaint about our services please raise the matter in the first instance with the person who handles your account. We will acknowledge your complaint within five days of receipt and will advise you of the person dealing with it. Should you not be happy with the response to your complaint, you have the right to take your complaint to the Blackfriars Group regulator, the GISC at 110 Canon Street, London EC4N 6EU.</p>
<p>Termination</p> <p>Our services may be terminated either by us or you upon the giving of one month's notice in writing to the other or as otherwise agreed.</p> <p>In the event our services are terminated by you, we will be entitled to receive any and all fees or brokerage payable (whether or not the same have been received by us) in relation to policies placed by us.</p>
<p>Third Party Rights</p> <p>Unless otherwise agreed between us in writing no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.</p>
<p>Governing Law</p> <p>This Agreement, which sets out the terms of our relationship with you, will be governed by and construed in accordance with English Law and any dispute arising under it shall be subject to the exclusive jurisdiction of the English courts.</p>
<p>IMPORTANT NOTES ABOUT PROFESSIONAL INDEMNITY AND DIRECTORS & OFFICERS LIABILITY/LLP LIABILITY POLICIES</p>
<p>'Claims Made' - This type of insurance is written on a 'claims made' basis, which means that cover applies to matters notified to you during a period of insurance and not matters occurring during a period of insurance. Matters should therefore be notified to your insurer immediately you are aware of them. If your business ceases it is important to maintain insurance on a 'run-off' basis because of the 'claims made' construction.</p> <p>Cancellation - Generally, professional indemnity/D&O liability/LLP liability policies do not contain a cancellation clause. This means that if a policy is cancelled mid-term a pro-rata refund of premium will not be granted. Similarly if paid by direct debit the premium must be paid in full. If a finance facility is utilised, the finance company WILL take action for all payments due</p>
<p>VALID FOR ISSUE 4/3/04 TO 31/12/04</p>