DOYLE MAHON
INSURANCES

Please study this information carefully and amend any item(s) which are incorrect and complete any questions which have not been answered before signing the document.

IMPORTANT NOTICE TO THE PROPOSER ON COMPLETION OF THIS PROPOSAL FORM

1. Disclosure

- Any "material fact" must be disclosed to Insurers
- A "material fact" is any information which may alter the judgment of an Insurer in assessing a risk
- Any "material change" must be disclosed to Insurers
- A "material change" is any information which may alter the judgment of an Insurer or their perception of risk and exposure that has not previously been disclosed as a material fact

If you are unsure whether a fact or change is material or not, you should disclose it. Material changes must be notified promptly.

Failure to provide all "material facts" and/or notify all "material changes" may cause the contract of insurance to be void and may result in Insurers repudiating liability entirely.

2. Consequences of Non-Disclosure

Any failure to disclose material information which may influence Insurers, or any misrepresentation or non-disclosure, will entitle the Insurers to the following:

a) to void the policy for claimants that are financial institutions;
b) the qualified Insurer cannot void the policy for claimants that are not financial institutions;
c) the qualified Insurer can exercise the "reimbursement" provisions against the firm

For full details on this matter you should refer to:

1. Clause 5.3, The Solicitors Acts 1954 to 2002 (Professional Indemnity Insurance) Regulations 2007
2. Clauses 7.17, 9.3, 8(vi) 11 (d), (e) (iv), (f) The Solicitors Acts, 1954 to 2008 (Professional Indemnity Insurance)(Amendment) Regulations 2009 Statutory Instrument No. [.] of 2009

3. Presentation

This Proposal Form must be completed in ink by an authorised individual, a Partner, Principal, Member or Director of the Practice and must be signed by all fee earning solicitors of the practice.
All questions must be answered. If not applicable, state N/A.

If there is insufficient space to provide answers, additional information should be provided on the Practice's letter headed paper.

Where available, brochures, standard contract conditions, conditions, agreements and letters of appointment should be provided.

NOTE

Failure to complete all questions in full and in an appropriate manner will adversely influence the ability of Insurers to offer terms.

DEFINITIONS

Commercial Work Including All Company Work (Non-Securities Related)
This covers all commercial and private company work, including mergers and acquisitions, corporate insolvency, corporate trusts and taxation.

Commercial Work Including All Company Work (Securities Related)
This covers all work relating to Public Limited Companies and private companies, including mergers and acquisitions, corporate insolvency, corporate trusts and taxation.

Conveyancing
Defined as the buying and selling of property and the arranging of loans, the preparation of title deeds, leases and countless other legal documents.

Debt Collection
Defined as the collection of judgment debts of not more than €10,000 or debts without dispute as to liability of not more that €10,000, and the collection of rents not exceeding €7,500 per property per annum.

Litigation
Defined as initiating or defending proceedings in the courts or by reference to arbitration or settling such claims or disputes 'out of court'.

Welfare Work
Defined as advice and assistant about assessment of a client's entitlement to welfare benefits and for verifying an assessment by the Department of Social Welfare or other benefit granting bodies such as Local Authorities.

Adjudication Work
Defined as acting as a neutral third party engaged by disputing parties to provide a non-judicial resolution of their dispute which is, subject to the terms of any contract between the disputing parties, binding upon them, but excluding arbitration work.

Arbitration Work
Defined as any work done in the discharge or the purported discharge of the functions of an arbitrator in relation to an arbitration to which the Arbitrations Acts 1954-1998 apply.

Mediation Work
Defined as acting as a neutral third party engaged by disputing parties to assist them to resolve their dispute by negotiated agreement without resort to adjudication.

Employment Work

Defined as all non-litigious work that excludes Tribunal work in connection with employment, termination, dismissal, redundancy, discrimination at work and pension rights affected thereby.

Wills, Probate & Administration of Estates
Defined as advising on and preparing wills (planning for tax where appropriate), the administration and distribution of funds passing on death (whether by will or otherwise), or contained in a trust, and the settlement of tax liabilities.

Estate Agency, Property Valuation and Property Management
Defined as property selling whether or not through an estate agency and informal valuations undertaken by the Practice.

Expert Witness Work
Defined as work done in the capacity as an expert witness.

Lecturing and Related Activity Work
Defined as work involving the preparation for, and the presentation of, lectures, seminars, training and tuition whether for the purposes of professional skills training, continuing education or otherwise, including the provision of written material for publication.

Immigration Work
Defined as advice and assistant on Irish immigration and nationality law, including preparation for and representation before Immigration Adjudicators, Special Adjudicators, and any Tribunals or Courts up to but not including the Divisional Court, the Court of Justice of the European Union, the Commission on Human Rights of the Council of Europe, or the European Court of Human Rights.

Residential Conveyancing means:-
(a) the acquisition by an individual of any building, or part of a building, that is intended at the time of such acquisition to be used as a private dwelling place, including for the avoidance of doubt, a building or part of a building occupied or intended to be occupied on an occasional basis, whether as a holiday home or otherwise, save that the acquisition of a building or part of a building exclusively with a view to earning rental income shall not constitute a Residential Property Transaction; or
(b) the acquisition of land by an individual that is intended at the time of such acquisition to be used to construct a building to be used as a private dwelling place, including for the avoidance of doubt, a building or part of a building to be occupied on an occasional basis, whether as a holiday home or otherwise, save that acquisition of land to construct a building exclusively with a view to earning rental income from that building or part of the building shall not constitute a Residential Property Transaction;

Financial Institution means any of the following:-
(a) a credit institution as defined in section 2(1) of the 1995 Act;
(b) a credit institution that is the holder of an authorisation for the purposes of Article 4(1) of Directive 2006/48/EC;
(c) a retail credit firm authorised pursuant to section 31 of the 1997 Act;
(d) a home reversion firm authorised pursuant to section 31 of the 1997 Act;
(e) any other party that engages on a professional basis in the business of providing financial accommodation of any nature to another person;
(f) any assignee of debt from an entity that has been engaged in the business of providing financial accommodation of any nature to another person, including without limitation, NAMA;

Commercial Property Transaction means any transaction other than a Residential Property Transaction and includes, but is not limited to, the following:-
(a) the acquisition of a building, part of a building, or land, which is used, or set aside to be used, wholly or exclusively for, or in connection with:
    (i) any trade, industry, retail or other business undertaking;
    (ii) the production or supply of goods or services;
(b) the acquisition of a building, or any part of a building, exclusively with a view to earning rental income or for capital appreciation or both;

(c) the acquisition of a building, part of a building, or land, which is in all the circumstances reasonably likely at the time of such acquisition to be used for, or in connection with Commercial Development;

Principal means:-
(a) in relation to a Partnership, any person that is a partner of that Partnership and any person held out as a partner,
(b) in relation to a sole practice, any person that is a sole practitioner of that practice, including, for the avoidance of doubt a sole practitioner who employs one or more solicitors, registered lawyers or other lawyers;

Prior Practice means each practice to which the Firm's Practice is a Succeeding Practice;

Circumstance means an incident, fact, occurrence, matter, act or omission that may give rise to a Claim in the context of civil liability;

Should you have insufficient space to answer any questions, please continue on your own **HEADED** notepaper.

1. Practice Details

a) Title(s) of Practice(s):

____

b) Establishment date(s): ______________________________

c) Please include all other names under which you practice and any other entities for which you are seeking cover, including Trustee and/or Nominee Companies

____________________ ____________________

____________________ ____________________

____________________ ____________________

Law Society of Ireland Number: ______________________________

d) Principal Address:

____

____________________ Postcode: ____________________

Telephone No:____________________ Fax No: ____________________

Email:____________________ Website: ____________________

e) Do you have any other branch offices (including foreign offices) for which you are seeking cover?
Yes ☐ No ☐

If **'YES'**, please provide the full address of each office

____

____

f) Are all branch offices supervised by a Partner, Principal, Member or Director who is continuously present at that office? Yes ☐ No ☐

If 'NO', please explain the supervision arrangements on a separate sheet.

g) Is your Practice a Limited Liability Partnership? Yes ☐ No ☐

h) Is your Practice considering or intending to incorporate or convert to a Limited Liability Partnership during the next 12 months? Yes ☐ No ☐

2. Solicitors Details

a) Please provide all information requested for every Partner, Principal, Member or Director who will be employed by your Practice as at the inception date of the policy.

Please enclose a CV for any Partner, Principal, Member or Director of your Practice appointed in the last 18 months. If you are a newly established Practice a CV will be required for every proposed Partner, Principal, Member or Director.

Title	**Full Name**	**D.O.B.**	**Status (Partner / Principal / Member / Director)**	**Professional Qualifications**	**No. of years relevant experience**	**Fee-earner (yes / no)**	**Roll Number**

Please list any other Partner, Principal, Member or Director on a separate sheet.

b) Are there any legally qualified fee-earners within your Practice who first qualified outside the Republic of Ireland, OR, any Registered Foreign Lawyer or Registered European Lawyer who joined the Practice within the last 18 months? Yes ☐ No ☐

If 'YES', please provide a CV for all those individuals.

c) Do all Partners, Principals, Members or Directors in the practice devote all their work time and attention to the business of the practice? Yes ☐ No ☐

If 'NO', please provide further details on a separate sheet.

d) Does any Partner, Principal, Member, Director, Assistant, Solicitor, Consultant or Employee also work for any other law firm or business? Yes ☐ No ☐

If 'YES', please provide further details on a separate sheet.

e) Does the Practice or any Partner/Principal/Member/Director undertake any professional services for any client in which any Partner or Solicitor holds a partnership/directorship or has any other financial interest? Yes ☐ No ☐

3. Staff Numbers

Please provide total number of staff in the following categories.

	Full Time	Part Time
Equity Partners		
Salaried Partners		
Solicitors / Consultants		

	Full Time	Part Time
Legal Executives		
Other fee earners		
Other staff		

4. Prior Practices

a) Please provide details of any Prior Practice(s) and/or individual Partners, Principals, Members or Directors where cover is required under this insurance

Name of Firm(s)/Partners(s)	**Date established**	**Date of Succession**	**No. of Solicitors joining the firm**

b) Have any of the Practices listed been made aware of any circumstances or claims in the last ten years (whether reported to insurer or not)? Yes ☐ No ☐
If 'YES', please include when answering question 8.

c) Has any solicitor employed or previously employed by your Practice traded in a Prior Practice or Private Legal Practice as a Sole Practitioner since 1st September 2000? Yes ☐ No ☐
If 'YES', please provide further details on a separate sheet.

d) Does your Practice's headed notepaper refer to any Practice other than your own or any Prior Practice which you have disclosed? Yes ☐ No ☐

5. Practice Fees

a) When is your Financial Year end?

b) Please provide below your gross fees for the last five financial years ending:

Year	**Ireland**	**UK**	**USA / Canada**	**Elsewhere**	**Total**
	€	**€**	**€**	**€**	**€**
	€	**€**	**€**	**€**	**€**
	€	**€**	**€**	**€**	**€**
	€	**€**	**€**	**€**	**€**
	€	**€**	**€**	**€**	**€**

Total Estimated Fees for the coming year	**€**

If you are a newly established Practice, please enclose your Business Plan and Cash Flow Statement.

c) Does any one client or group of clients generate 20% or greater of your annual fees? Yes ☐ No ☐

d) In the past five years has the Practice generated any fee income from clients domiciled overseas? Yes ☐ No ☐

e) Does the Practice give advice on overseas law? Yes ☐ No ☐
If 'YES' to any of the above three questions please provide full details of clients, jurisdiction, fees and work undertaken on a separate sheet.

6. USA/Canada

a) Does/do the Practice(s) provide advice in respect of USA and/or Canadian law? Yes ☐ No ☐
If 'YES', please provide details, including fees for the last accounting period, on a separate sheet of paper.

b) Is/are the Practice(s) represented in any way in the USA or Canada? Yes ☐ No ☐

If '**YES**', please advise:
i. by a USA or Canadian local office? Yes ☐ No ☐
ii. by a local representative? Yes ☐ No ☐
iii. by any other person or concern who holds a Power of Attorney on behalf the Practice? Yes ☐ No ☐
iv. by reciprocal client referral agreement? Yes ☐ No ☐
(Please attach a copy on your Practice's HEADED Notepaper if you have such an agreement)

7. Practising Certificate

a) In the last ten years has any fee-earner in the Practice or any Prior Practice or any fee-earner whilst previously employed by the Practice or any Prior Practice within this time period:

- ever been refused a Practising certificate? Yes ☐ No ☐
- ever been granted a conditional Practising certificate? Yes ☐ No ☐
- been reprimanded, fined or otherwise sanctioned by the Solicitors Disciplinary Tribunal, the High Court or any other Regulatory body? Yes ☐ No ☐
- practised in a Practice subject to an investigation or an intervention by The Law Society of Ireland Regulation Department or any other Regulatory body? Yes ☐ No ☐
- had an award for inadequate professional service made against him or her or any firm in which they were employed or associated with, by the Complaints and Clients Regulations Department or entered into any regulatory settlement with The Law Society of Ireland Regulation Department? Yes ☐ No ☐
- had a civil or criminal judgment against him or her, been the subject of a petition for bankruptcy or entered into any voluntary insolvency arrangement? Yes ☐ No ☐
- been investigated by any regulatory body other than The Law Society of Ireland Regulation Department, Solicitors Disciplinary Tribunal or the High Court? Yes ☐ No ☐

b) Has the Practice or any Prior Practice ever been the subject of any visit or enquiry from The Law Society of Ireland Regulation Department or any other Regulatory body or has notice of any proposed visit or enquiry been given? Yes ☐ No ☐

c) Has the Practice's accounts ever been subject to investigation by The Law Society of Ireland? Yes ☐ No ☐

If 'YES', please provide full details on a separate sheet and include a copy of all reports and relevant correspondence issued by The Law Society of Ireland Regulation Department, the Complaints and Client Regulations Department, the Solicitors Disciplinary Tribunal and/or any regulatory body.

8. Claims and Circumstances

a) During the last 10 years has your Practice or any Prior Practice notified claims and circumstances to the Solicitors Mutual Defence Fund, Qualifying Insurers or the Assigned Risks Pool?

	1999 / 2000	**2000 / 2001**	**2001 / 2002**	**2002 / 2003**	**2003 / 2004**	**2004 / 2005**	**2005 / 2006**	**2006 / 2007**	**2007 / 2008**	**2008 / 2009**
Number of Claims and Circumstances										
Estimated maximum potential cost of each claim or, if settled, amount paid.										

Please provide Qualifying Insurer (or Assigned Risks Pool) Claims Summaries for each insurance year since 1999 for your Practice and any Prior Practice.

b) After making full enquiry of all Partners, Principals, Members, Directors and Employees of your Practice, are you aware of any circumstances, incidents and claims that you have not reported to your current or any prior Insurers or that you have notified but which have not been accepted as an effective notification?
If 'YES', please provide further details on a separate sheet. Yes ☐ No ☐

c) After making full enquiry of all Partners, Principals, Members, Directors and Employees of your Practice, are you aware of any circumstances, allegations, shortcoming and expressions of dissatisfaction including any criticism of the Practice's work in the last 10 years, which has led to/or may result in any claim being made against the Practice(s), or any Partner, Principal, Member, Director, Assistant, Consultant or Employee either past or present, whilst they were in the Practice(s), or in any Prior Practice(s)? Yes ☐ No ☐
If 'YES', please provide further details on a separate sheet.

Please note that you have an obligation under your current Professional Indemnity Insurance policy to notify these matters to your current Insurer and that quoting insurers may ask you to confirm that you have done so before cover can be put in place.

d) Have any circumstances, incidents and claims reported by your Practice or any Prior Practice in the last ten years arisen as a result of the dishonesty of any Partner, Principal, Member, Director or Employee of the Practice? Yes ☐ No ☐
If 'YES', please provide full details of all incidents on a separate sheet including how the matter was resolved and the procedures/processes in place to avoid re-occurrence.

e) After making full enquiry of all Partners, Principals, Members and Directors are you aware of any circumstances, incidents and claims that have arisen out of the work of any Partner, Principal, Member, Directors or Employee of the Practice in previous or current employment? Yes ☐ No ☐
If 'YES', please provide further details on a separate sheet.

f) After making full enquiry of all Partners, Principals, Members and Directors are you aware of any files of the Practice been seized by the Criminal Assets Bureau for investigation? Yes ☐ No ☐
If 'YES', please provide further details on a separate sheet.

9. Risk Management

a) Does the Practice have a formal risk management strategy? Yes ☐ No ☐
If 'YES', please confirm when this was implemented. ☐

b) Risk Management Supervisor ☐ Status ☐

c) Is the Practice accredited or in the process of becoming accredited? Yes ☐ No ☐

d) Please provide details of any accreditation standards achieved and date of first accreditation:

LEXCEL		**Investors In**		**ISO 9000/01/02**	
Other		**Please specify**			

e) Does the practice always use Client Care Letters, Retainer Letters, Engagement letters, Non Engagement letters and Disengagement letters? Yes ☐ No ☐

f) Is a centralised "critical date" diary system in operation (e.g. for limitation periods)? Yes ☐ No ☐

g) Does the Practice use a diary system with appropriate manual back up? Yes ☐ No ☐

h) Does the diary system provide for Solicitors being absent or on holiday ensuring that time deadlines are not missed? Yes ☐ No ☐

i) Is the work of assistant solicitors, legal executives or any other fee earners supervised by a Partner, Principal, Member or Director and subject to regular review meetings (including formal file closure procedure)? Yes ☐ No ☐

j) Are all relevant telephone conversations involving advice to clients recorded in writing and the subject of a written record on the file? Yes ☐ No ☐

k) Does the Practice have a new client intake procedure that involves at least one solicitor and includes checks to detect potential money laundering and conflicts of interest? Yes ☐ No ☐

l) Does the Practice always receive written confirmation when funds are transferred electronically? Yes ☐ No ☐

If 'NO' to any of the above, please provide an explanation and details of procedure on a separate sheet.

m) How frequently is the Practice's client account brought to trial balance? ☐

n) Is any Partner, Principal, Member, Director, Employee or Consultant able to issue cheques under their sole signature? Yes ☐ No ☐
If 'YES', please explain your procedures on a separate sheet

o) Does the Practice have a written policy specifying the conflicts of interest procedures which include a cross check system and back up? Yes ☐ No ☐

p) Does the Practice have a policy which requires prior approval in writing for a solicitor to serve as an Officer and/or a Director of a client or third party? Yes ☐ No ☐

q) Does the Practice or any Partners/Principals/Members or Directors exercise a controlling/financial interest in any company or organisation for which the Practice undertakes work? Yes ☐ No ☐
If 'YES', please provide an explanation on a separate sheet.

r) Does any organisation or person who is not a Partner/Principal/Member or Director in the Practice exercise a controlling/financial interest in the practice? Yes ☐ No ☐
If 'YES', please provide an explanation on a separate sheet.

s) Does the Practice have procedures for verifying qualifications, previous experience, and previous claims/circumstances for new Practice acquisitions, new Partners, Principals, Members, Directors, Consultants and Employees? Yes ☐ No ☐
If 'NO', please provide an explanation on a separate sheet.

10. Area's of Practice

a) Please provide the percentage of gross fee income allocated to each area of practice, or if you are a new Practice, estimated percentages for the coming year.

Commercial – Non Securities Related	%
Commercial – Securities Related	%
Conveyancing – Commercial	%
Conveyancing – Residential	%
Criminal	%
Debt Collection	%
General Litigation	%
Welfare / Family	%
Commercial Litigation	%
Acting as an Adjudicator, Arbitrator or Mediator	%
Employment (Contentious)	%
Employment (Non – Contentious)	%
Probate and Estate	%

Estate Agency, Property Valuation & Property Management	%
Intellectual Property	%
Financial Advice and Services	%
Insurance Agency Government	%
Personal Injury – Claimant	%
Personal Injury – Defendant	%
Trust, Wills, Tax and Planning	%
Expert Witness / Lecturing	%
Immigration	%
Landlord / Tenant (Non-Litigious)	%
Landlord / Tenant (Litigious)	%
Other – Please advise split	%
Total Must Equal	100%

Administration				

b) **General Questions:**
When answering questions i)–iii) and you do not have sufficient space please provide brief details of these activities on the Practice's **HEADED** notepaper.

i) If you are involved in General Litigation, Intellectual Work or Securities Work please enter details here:

____

____

ii) If Other activity is greater than 15% please provide details of activity or activities including % contribution to overall turnover

____

____

____

iii) In relation to commercial work please advise if you are involved in any of the following activities, Marine, Aviation , Natural Resources (oil, gas, minerals), Mergers and Acquisitions or Plc work in the last 12 months, please enter details here:

____

____

____

c) In the last 12 months on how many occasions has your Practice or any Prior Practice advised on Equity Release Plans? ☐

d) Is your business that of a solicitor' Practice only? ***If 'NO', please provide details.*** Yes ☐ No ☐

e) Has your Practice or any Prior Practice ever:

- provided any services or investment advice to entertainment clients or sporting professionals?
If 'YES', please provide further details on a separate sheet. Yes ☐ No ☐

- accepted instructions for any class actions or any other group litigation? Yes ☐ No ☐
If 'YES', please provide details.

- undertaken cross border agency work for firms within Northern Ireland? Yes ☐ No ☐
If 'YES', please provide details.

11. Current Coverage

a) Has your Practice or any Prior Practice ever been in the Assigned Risks Pool? Yes ☐ No ☐
If 'YES', please provide details on the Practice's HEADED notepaper

b) Has any Qualifying Insurer ever refused to offer your Practice or any Prior Practice terms or renewal terms for professional indemnity insurance? Yes ☐ No ☐

If 'YES', please provide details on the Practice's HEADED notepaper

c) Have you ever been late in paying or failing to pay either a professional indemnity premium or policy excess? Yes ☐ No ☐

d) Please provide details of your current insurance below:

Current Insurer	Limit	Excess	Premium

12. Personal Injury

Has your Practice or any Prior Practice been involved in any claimant personal injury cases in the last five financial years? Yes ☐ No ☐

If 'YES', please complete the personal injury questionnaire.

13. Conveyancing Work

This question is to be completed if at any time in the last five financial years your Practice or any Prior Practice has carried out any conveyancing work, to include mortgages (residential and/or commercial) and landlord and tenant matters.

Please continue any explanations or further information on a separate sheet where necessary.

A: Fee-earner Detail

Please state the number of fee-earners in your Practice (or previously employed at your Practice) who undertake or have undertaken conveyancing work.

Annual as at financial year end:	**2009**	**2008**	**2007**	**2006**	**2005**
Solicitors					
Other qualified fee-earners					
Non qualified fee-earners					

B: Residential Conveyancing Transactions

Please provide the following details in respect of the residential conveyancing carried out at your Practice:

Annual as at financial year end:	**2009**	**2008**	**2007**	**2006**	**2005**
Number of transactions in accounting					
Gross fees in relation to those transactions	€	€	€	€	€
Percentage of those transactions relating to re-mortgage work	%	%	%	%	%

Highest value transaction	€	€	€	€	€
Average value of transaction(s)	€	€	€	€	€

C: Commercial Conveyancing Transactions

Pease provide the following details in respect of the commercial conveyancing carried out at your Practice:

Annual as at financial year end:	**2009**	**2008**	**2007**	**2006**	**2005**
Number of transactions in accounting year					
Gross fees in relation to those transactions	€	€	€	€	€
Percentage of conveyancing instructions which relate to the purchase of buy to let properties	%	%	%	%	%

D: Conveyancing Instructions

i) In any year in the last five of the Practice or any Prior Practice, have more than 10% of your conveyancing instructions originated from any one development or from any one client or referrer, e.g. a mortgage broker, developer, financial advisor, estate agent? Yes ☐ No ☐

If 'YES', please provide full details:

____

____

____

ii) At any time in the last five years have you accepted any instructions from property clubs or investment schemes? ***If 'YES', please provide full details.*** Yes ☐ No ☐

iii) At any time in the last five years have you received referrals from mortgage brokers on an ad hoc or formal basis? Yes ☐ No ☐

iv) Have you any instructions outstanding or have you any instructions that have not been discharged? Yes ☐ No ☐

E: Identity Confirmation

i) What identity checks do you carry out on conveyancing clients?

____

____

____

ii) How do you comply with lender requirements on verification of identity?

____

____

F: Mortgage Fraud/Risk Management

Over the last five years what safeguards have you had in place to ensure that any information indicative of mortgage fraud (for example back to back transactions, discounts, incentives) is:

- identified; and

____

____

- reported to lender clients?

____

____

G: Training

What training is or has been provided on identifying mortgage fraud to Partners/Principals/Members/ Directors and staff who undertake conveyancing work?

____

____

____

____

H: Lender/Solicitors Requests

i) On approximately how many occasions in the last two years have you received requests for conveyancing files and transactions from lenders and/or solicitors? ☐

Please provide full details including the name(s) of the lender(s) on a separate sheet.

ii) Has your Practice or any Prior Practice ever been removed or suspended from any lender panel?

If 'YES', please provide full details including details of the lenders concerned. Yes ☐ No ☐

14. **Mergers and Acquisition Work.**

a) If you undertake Mergers and Acquisition Work please confirm:

b) Gross fees generated from such work for the period representing your last financial year:

- Highest deal value:
- Average typical value in last financial year:

15. **Limit of Indemnity**

a) **Limit of Indemnity Required**
Total Limit Required: €

b) **Excess Required**
Per claim excess €

16. **Significant Change**

Do you expect there to be any significant change to or in your Practice in the coming year? Yes ☐ No ☐
If 'YES' please provide details on the Practice's headed notepaper.

17. **Other Material**

Is there any other information that is relevant to this application? Yes ☐ No ☐
If 'YES' please provide details on the Practice's headed notepaper.

DECLARATION

a) I/We declare that this Proposal Form has completed after proper enquiries of all Partners, Principals, Members and Directors, and that the contents are true and accurate and that all facts and matters, which may be relevant for consideration of our proposal for insurance, have been disclosed.

b) I/We undertake to inform insurers before any contract of insurance is concluded of any material change to the information already provided or any new fact or matter, which may be relevant to the consideration of the proposal for insurance that comes to light.

I/We agree that this Proposal Form and all other written information which is provided will be incorporated into and form the basis of any contract of insurance, should one be concluded

PRINT NAME: ______________________________

SIGNATURE (PARTNER): ______________________________

ON BEHALF OF: ______________________________

DATE: ______________________________

Data Protection Notice

It is a condition of your policy that you agree to us using your personal data in the way set out in the policy document. QUINN-*Insurance* holds your details in accordance with the Data Protection Acts 1988 and 2003 or similar provision applying in any amending or replacing legislation.

The information you provide will be used to manage the administration of your policy, including underwriting and claims handling. We may check the information you provide against other information available to the public (such as the electoral roll, telephone directory, court judgments, bankruptcy or repossessions). It may be necessary to exchange your information with regulatory and policing bodies, agents or service providers appointed by QUINN-*Insurance*, other insurance companies (directly or via central register) and individuals acting on your behalf.

Personal Injury Questionnaire

1. In respect of all claimant personal injury cases undertaken in the last 24 months, please advise:

   Total No. [ ]   Average Settlement € [ ]   Largest Settlement € [ ]

2. Please estimate the current percentage of claimant personal injury cases in each of the following categories:

   Small Claims % [ ]   Fast Track % [ ]   Multi Track % [ ]

3. Please estimate the number of personal injury cases you currently have where the expected settlement exceeds €250,000. Please state **"NONE"** if none. [ ]

4. Have you received referrals from personal injury agents or web sites? **Yes/No**

5. Were you required to pay a fee for the information referred? **Yes/No**

Claims Management Company

Are you currently participating or have you ever participated in any scheme or arrangement which the liability of any party represented by you in respect of legal costs or expenses incurred in any form or dispute resolution (whether litigation or otherwise) is the subject of any policy of insurance, guarantee loan, credit agreement or indemnity? **Yes/No**

If 'YES', please answer the following questions:

Name of Company:	**(A)**	**(B)**	**(C)**	**(D)**
1. In how many cases did you succeed in obtaining damages and costs for the client?				
2. How many cases failed completely?				

3. How many cases successfully went through any relevant “change of fact” procedure?				
4. How many cases are still ongoing?				
5. How many referrals in total did you accept?				
6. What were the total fees generated by the referrals?				
7. Have your files been audited by or on behalf of the underwriters of any schemes or is an audit proposed?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If ’YES’, please provide full details on separate sheet				
8. Have your files been audited by or on behalf of the funders of any schemes or is an audit proposed?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If ’YES’, please provide full details on separate sheet				
9. Have you received correspondence from any underwriters and/or funders or their representatives making or intimating a claim against you in respect of any cases taken on by you under various schemes?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If ‘YES’, please indicate the number of letters received and also provide copies (Enclosures to those letters need not be included)				
10. Have you received correspondence from the underwriters and/or funders or their representatives raising concerns either generally with regard to any of the schemes or specifically with regard to any cases taken on by you under the various schemes?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If ‘YES’, then please indicate the number of letters and also provide copies (Enclosures to the letters need not be included)				
11. Please provide copies of any letters sent by you notifying current or prior Insurers of any claims or circumstances arising out of work done by you under these schemes.				
Number of letters attached.				
12. If the notification was via your broker please provide on a separate sheet the name of the relevant Insurer(s).				
13. What percentage (as a percentage of the total fees declared for personal injury work in question 1 of our personal injury questionnaire) is backed by legal Insurers?				

14. Who is the legal expense Insurers?				
Please provide details on a separate sheet, including samples of agreements, contracts and any advertising/promotional material used				
15. What procedures are in place to ensure that such work is properly monitored prior to commencement?				
Please provide details on a separate sheet				
16. What procedures are in place to ensure continuous assessment of such work is undertaken subsequent to commencement?				
Please provide details on a separate sheet				
17. At each stage does a senior partner sign-off such work?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If 'NO', please give reasons on a separate sheet				
18. Have you, including any Prior Practice (as disclosed in our Proposal Form) notified the above matters of your participation in the above matters as a circumstance/claim to your current Insurers?	**Yes/No**	**Yes/No**	**Yes/No**	**Yes/No**
If 'NO', please give full details on a separate sheet.				

Signature (partner).. **Print Name (Partner)...**

Firm Name... **Date...**