

Professional Indemnity renewal declaration for Surveyors and Estate Agents



Important Notes

- (A) As your policy approaches renewal date, it is important that the details we hold about you are kept up to date and all material circumstances about the risk are declared. Answer every question fully and if necessary attach separate sheets with information which can be incorporated into your declaration.
- (B) Wherever we refer to partners we include where applicable principals, directors or members of the firm. Individuals forming a Limited Liability Partnership (LLP) are known as members.
- (C) A partner of your firm must complete the declaration and make all necessary enquiries of their fellow partners.
- (D) Wherever we ask questions on this declaration about you or your firm we mean you, your partners, employees or any former partners or employees of any firm for which cover is required under this insurance. You should include details of any predecessor firms where cover is required.

Policy Number

Name(s) of firm(s) to be insured:
(See important note C)

State the number of partners, directors or members presently in the firm to be insured

(1) In the last 12 months,

(a) Have you changed your address or opened another office?

Yes / No

(b) Have there been any changes to the business to be insured?

Yes / No

(c) Have any partners, joined, retired or otherwise left the firm?

Yes / No

(d) Have any claims been made against you?

Yes / No

(e) Are you aware of any circumstances which may give rise to a claim against you?

Yes / No

(f) Has anyone from the firm been subject to disciplinary proceedings by a professional body?

Yes / No

(g) Have you acquired or merged with any other firm in the past 12 months?

Yes / No

If you have answered "Yes" provide details below

(2) State your gross fees in the last financial year and your estimated fees for the forthcoming year:

Clients Based in:	Forthcoming Year	Last financial year	2nd Year Back	3rd Year Back
United Kingdom	£	£	£	£
Channel Islands or Isle of Man	£	£	£	£
USA or Canada	£	£	£	£
Elsewhere	£	£	£	£
Total	£	£	£	£

(3) Do you work under any jurisdiction other than the United Kingdom (including the Channel Islands and the Isle of Man)?

Yes / No

If Yes give provide details separately

(4) (a) Have you in the last 12 months provided or do you intend to provide during the forthcoming period of insurance any specialist advice, design or specification in relation to the manufacture, process, supply, use, removal or disposal of asbestos or any asbestos containing material?

Yes / No

(b) Have you in the last 12 months undertaken or do you intend to undertake during the forthcoming period of insurance any asbestos inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with the Control of Asbestos at Work Regulations or any other comparable inspection?

Yes / No

(c) If Yes to either of the above, have you arranged separate professional indemnity insurance which provides indemnity for any bodily injury and/or asbestos inspections carried out by you?

Yes / No

(d) Have you ever provided or do you intend to provide during the forthcoming period of insurance any Environmental Audits/Assessments?

Yes / No

(5) Please provide details of your 3 largest contracts undertaken in the last 5 years

Start	Finish	Description and country	Total contract value	Your fees	Services provided by your firm and applicable law
/ /	/ /		£	£	
/ /	/ /		£	£	
/ /	/ /		£	£	

(6) In the 12 months year have you undertaken any work outside the UK or undertaken any work where the "end product" of such work is carried out outside the UK?

Yes / No

If Yes, please provide details of the 3 largest overseas contracts undertaken in the last year:

Start	Finish	Description and country	Total contract value	Your fees	Services provided by your firm and applicable law
/ /	/ /		£	£	
/ /	/ /		£	£	
/ /	/ /		£	£	

(7) Please provide details of your 3 largest contracts which are expected to commence in the next 12 months

Start	Finish	Description and country	Total contract value	Your fees	Services provided by your firm and applicable law
/ /	/ /		£	£	
/ /	/ /		£	£	
/ /	/ /		£	£	

(8) Work Split

Complete either £ or % fees earned

Architectural Work		£	%
Auctioneering	Fine Art	£	%
	Other	£	%
Building surveying		£	%
Commercial Survey / Valuation	Energy Assessments	£	%
	Structural Surveys	£	%
	Valuations – for lending	£	%
	Valuations – non lending	£	%
Estate Agency	Commercial	£	%
	Investment Agency / Property Investment	£	%
	Residential	£	%
Insurance and Financial Services	Financial Services	£	%
	General Insurance Agent	£	%
	Mortgage Broking	£	%
Land Survey / Valuation Reports (Provide full details)		£	%
Planning and Development (Where there are no detailed plans)		£	%
Planning Supervisor / CDM Coordinator (Under CDM regulations)		£	%
Project Management	Employers Agent	£	%
	Project Co-ordination	£	%
	Project Management	£	%
Property Management	Facilities Management	£	%
	Land / estate	£	%
	Rating & Rent Reviews	£	%
	Residential letting	£	%
Quantity Surveying	Other Services	£	%
	Pre and Post Contract Services	£	%
Residential Survey / Valuation / Inspection	Energy Assessments	£	%
	Lending Institution Valuations	£	%
	Other Valuations – non lending	£	%
	Partial Surveys (Homebuyers etc)	£	%
	Pre-sale Home Inspections	£	%
	Structural Surveys	£	%
All other business activities (please provide details)		£	%
		Total	£ %

For all other work provide details:

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How and why we use your information

We (Aviva), and our third parties, collect and use information (including data about health and unspent offences or criminal convictions) about you and, if relevant, somebody else covered under your policy and your vehicle(s), business and property.

We do this so we can:

- verify your identity and help prevent fraud
- calculate our risk to insure you
- calculate your price
- set up, assess and maintain your insurance contract with us
- renew and make changes to your cover
- process claims
- carry out marketing, profiling and analytics

We share information within the Aviva Group, our reinsurers (our own insurers) and specific other organisations for these purposes.

The information comes from:

- what you've already told us
- data we already hold about you (including from other quotes and policies with us)
- publicly available sources
- other organisations we trust
- data about your device, general location and how you interact with our website

We carry out a quotation search from a credit reference agency

This will appear on your credit report and will be visible to other credit providers. It will be clear it's a quotation and not a credit application by you. We do this when you ask us for a quote, when we prepare your renewal and sometimes if you change your cover so that we are able to offer you a monthly credit payment option. We use data from our credit reference agency to verify your identity, prevent fraud and carry out risk profiling which allows us to calculate your premium and payment options. For more information about your rights relating to profiling and decisions that are automatically processed such as pricing, see the Privacy Notice for this policy.

The identity of our credit reference agency and the ways they use and share personal information are explained in more detail at www.callcredit.co.uk. You can also check the information they hold about you.

We use automated processes to make decisions

This means our software decides whether we can insure you and on what terms, deal with claims and carry out fraud checks. For more information, see the Privacy Notice for this policy.

You have rights about your information

For more about your rights and how and why we use your data, see the Privacy Notice for this policy. There's more detail in our Privacy Policy at www.aviva.co.uk/privacypolicy or you can request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD

Material Circumstances

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

DECLARATION

I/We declare that the information given is, to the best of my/our knowledge and belief correct and complete. If the risk is accepted I/we undertake to pay the premium when called upon to do so. I/We understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

Signed:

Date:

 / /

Position Held:

IMPORTANT INFORMATION

Data Protection – Privacy Notice

Aviva Insurance Limited is the main company responsible for your Personal Information (known as the controller).

We collect and use Personal Information about you in relation to our products and services. Personal Information means any information relating to you or another living individual who is identifiable by us. The type of Personal Information we collect and use will depend on our relationship with you and may include more general information (e.g. your name, date of birth, contact details) or more sensitive information (e.g. details of your health or criminal convictions).

Some of the Personal Information we use may be provided to us by a third party. This may include information already held about you within the Aviva group, information we obtain from publicly available records, third parties and from industry databases, including fraud prevention agencies and databases.

This notice explains the most important aspects of how we use your Personal Information, but you can get more information by viewing our full privacy policy at aviva.co.uk/privacypolicy or requesting a copy by writing to us at: The Data Protection Team, Aviva, PO Box 7684, Pitheavlis, Perth PH2 1JR. If you are providing Personal Information about another person you should show them this notice.

We use your Personal Information for a number of purposes including providing our products and services and for fraud prevention.

We also use profiling and other data analysis to understand our customers better, e.g. what kind of content or products would be of most interest, and to predict the likelihood of certain events arising, e.g. to assess insurance risk or the likelihood of fraud.

We may carry out automated decision making to decide on what terms we can provide products and services, deal with claims and carry out fraud checks. More information about this, including your right to request that certain automated decisions we make have human involvement, can be found in the “Automated Decision Making” section of our full privacy policy.

We may process information from a credit reference agency, including a quotation search where you are offered an Aviva credit payment facility. More information about this can be found in the “Credit Reference Agencies” section of our full privacy policy.

We may use Personal Information we hold about you across the Aviva group for marketing purposes, including sending marketing communications in accordance with your preferences. If you wish to amend your marketing preferences please contact us at: contactus@aviva.com or by writing to us at: Aviva, Freeport, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD. More information about this can be found in the “Marketing” section of our full privacy policy.

Your Personal Information may be shared with other Aviva group companies and third parties (including our suppliers such as those who provide claims services and regulatory and law enforcement bodies). We may transfer your Personal Information to countries outside of the UK but will always ensure appropriate safeguards are in place when doing so.

You have certain data rights in relation to your Personal Information, including a right to access Personal Information, a right to correct inaccurate Personal Information and a right to erase or suspend our use of your Personal Information. These rights may also include a right to transfer your Personal Information to another organisation, a right to object to our use of your Personal Information, a right to withdraw consent and a right to complain to the data protection regulator. These rights may only apply in certain circumstances and are subject to certain exemptions. You can find out more about these rights in the “Data Rights” section of our full privacy policy or by contacting us at dataprt@aviva.com

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

Claims History

- Under the conditions of your policy you must tell us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

We can supply on request further details of the databases we access or contribute to. If you require further details please contact us.

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

1. The law applying in that part of the UK, Channel Islands or Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives; or
2. In the case of a business, the law applying in that part of the UK, Channel Islands or Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales will apply.

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please write to or telephone your insurance advisor or usual Aviva point of contact. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.