

# SUMMARY OF COVER

## ESTATE AGENTS & LETTING AGENTS

This Commercial insurance policy is designed to meet the needs of professionals who wish to protect themselves in the event of civil liabilities arising from their business activities.

### CIVIL LIABILITIES

The policy provides cover in the event of civil (as opposed to criminal) liabilities arising from your Business as described on your Certificate of Insurance, and provides an indemnity to you/your organisation and any employees whilst acting on your behalf. It includes cover for your liability for the acts or omissions of any sub-contractors but will not (unless we have agreed in writing) provide an indemnity to sub-contractors. The policy combines cover that would be provided by Professional Indemnity, Public Liability, Libel & Slander and Product Liability insurances and covers any amount you may have to pay as compensation up to the limit(s) shown on your certificate.

### LIMIT OF INDEMNITY

Your chosen limit applies to each and every event, but applies in the aggregate in any one period of insurance in respect of claims for pollution or contamination, or in respect of claims for products supplied.

For the purposes of this insurance all claims arising as a result of any one occurrence, or all occurrences of a series attributable to one original cause will be regarded as a single claim.

Legal costs are payable by the insurers in addition to the chosen limit of indemnity.

There is no excess or deductible under this insurance for the first claim in any one period of insurance, however a £250 excess will apply to all subsequent claims.

The insurers for this product are Hiscox Insurance Company Limited.

### ADDITIONAL COVERS

In addition to civil liabilities, the policy provides the following covers:

#### Complaints Advice & Response and Disciplinary Hearings

- The policy includes professional assistance up to £800 to provide you with guidance in the early stages of a complaint made about you, or any person acting in connection with the business, to you professional body or other regulator. The intention of this cover is to help you submit a response to the complaint.
- In addition, the policy provides cover for representation at a disciplinary hearing by any professional regulator, including appeals against any judgement given.

#### Legal Defence for Criminal Proceedings

The policy provides cover for legal defence following criminal proceedings regarding:

- Health and Safety at Work etc Act 1974
- Part II of the Consumer Protection Act 1987
- Part II of the Food Safety Act 1990
- Other criminal prosecution where such prosecution is likely to lead to a civil claim under this policy.
- A limit of £100,000 applies to this section.

#### Court Attendance Costs

If you are required to attend court as a witness in connection with a claim under this policy, the policy will reimburse the following amounts:

The Insured or any Director or other official	£500 per day
Any Employee	£250 per day

#### Public Relations Consultancy Fees

In order to minimize or prevent a potential claim against you, cover up to £25,000 is provided.

### **Fees Recovery**

If a client refuses to pay your fees on the grounds of alleged negligence on your part and threatens a potential counter-claim, the policy will reimburse you with the cost of waiving your fees if this is judged by the insurers to be an effective means of resolving the matter and preventing a legitimate claim from arising.

### **Loss of Documents**

Cover is provided up to a limit of £50,000 in respect of loss of or damage to documents held in trust by you and for which you are responsible.

## **WHEN DOES THE POLICY OPERATE?**

The policy is issued on a 'claims made' basis, which means that cover applies when a claim is made against you irrespective of when the incident which gave rise to the claim is alleged to have occurred. Cover will apply to incidents which occurred prior to inception of this policy, as long as when you take out this insurance you are not aware of any such circumstances which could give rise to a claim.

## **RUN-OFF COVER**

It is important to remember that the insurance can only respond to a claim if the policy is in force at the time the claim is made against you. If you cease to practice or trade by reason of death, retirement, or career break, and providing you are insured as an Individual or as a Sole Trader Limited Company, run-off cover is normally available.

If you wish to take advantage of the above option, or if you are a Limited Company with more than one director, or in any other circumstances, you should contact us.

## **MAIN EXCLUSIONS**

The policy does not provide cover for the following:

### **Property Valuations**

Other than for marketing purposes

### **Financial Advice & Insurance Commissions**

Any investment advice relating to client funds, including the receipt of any insurance commissions, other than when acting as an Introducer only

### **Survey & Construction Work**

Of any description (other than Property Valuations as above)

### **Transmission of any computer virus**

### **Liability to Employees**

Any injury to employees arising out of and in the course of their employment with you (if you have employees, you should talk to us about Employer's Liability insurance).

### **Liabilities which should be insured under other types of policy**

Such as Motor Insurance or Employment Practices Liability.

### **Business Risks**

Such as contracts for supply of services to your business, your insolvency, trading losses, or Pension & Benefit schemes.

### **Deliberate Acts**

Any intentional act, unless this is designed or intended to be part of the Professional Services provided, however the policy will not cover any deliberate dishonesty.

### **Controlling Interests**

Any claim arising out of work for a business in which the insured has a controlling interest or is in a position to make a major policy decision on behalf of such a business.

## **WHERE AM I COVERED?**

The policy provides cover for you to work anywhere in the world (provided that you are working from a UK base) and includes work in America or Canada as long as you do not have premises in those territories (please refer to the policy for details).

**This is a summary only of the cover, together with the main exclusions, and is provided so that you have sufficient details to enable you to make an informed choice. Please refer to the policy wording for full details or contact us if there is anything specific you would like to discuss.**