



direct line  
for business

# Professional Indemnity Insurance Product Summary



# Direct Line For Business – Professional Indemnity Insurance

The core cover of this product meets the demands and needs of Estate Agents who require cover for claims made against them by customers for professional negligence.

This summary of cover is intended as a guide to give you an idea of the main points of coverage contained in the policy wording. It does not state every provision of the policy wording so we suggest that you read the policy and any additional clauses for the full policy terms and conditions.

Just to let you know our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

## Indemnity Limit

The indemnity limit will be on an 'any one claim' basis (in other words no restriction as to the number of claims in a year but each claim has a maximum limit). The indemnity limit selected can be found in the Schedule. The wording is written on a civil liability basis and complies with the PI requirements of the National Association of Estate Agents.

## Jurisdiction

- Jurisdiction, either:
  - as stated in the Schedule, or
  - if not stated in the Schedule, then the Jurisdiction is Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada.

## Main Exclusions

- Risks that should be insured elsewhere – employers' liability, property, land, products.
- North American exposure.
- War, terrorism and nuclear risks.
- Claims and circumstances known at inception of cover.
- Trading losses, fines and penalties, insolvency or bankruptcy of the Insured.
- Surveys or valuations other than for the purpose of the establishment of a price for the marketing of a property for sale.
- Viruses.
- Provision of Financial Services.

### **Key Features of the cover**

- Claims made against You arising from:
  - Breach of professional duty;
  - Dishonesty of employees;
  - Libel or slander;
  - Unintentional breach of confidentiality;
  - Unintentional infringement of intellectual property rights.  
(Many policies limit this cover to copyright only);
  - Loss of or damage to documents;
  - Any other civil liability.
- Costs of prosecuting claims for infringement of Your intellectual property rights (sub-limit £25,000 in the aggregate).
- Costs of representation at any inquiry which has a direct relevance to any claim or circumstance.
- Defence costs (lawyers, court costs, experts etc) which are payable in addition to the Indemnity Limit.
- The Property Ombudsman/The National Approved Letting Scheme awards.
- Consumer Protection from Unfair Trading Regulations 2008 &/or the Business Protection from Misleading Marketing Regulations 2008 defence costs.
- Data Protection cover. This relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act.

### **General Conditions**

- Policy construction and disputes.
- Waiver of subrogation against employees.
- Dishonest or fraudulent act or omission.
- Fraudulent claims.
- Contracts (Rights of Third Parties) Act 1999.
- Cancellation.
- Invalidity.
- Notices.
- Reasonable steps to avoid loss.
- International Sanctions.
- Mergers and Acquisitions.
- Assignment.
- Change of control.
- Fair Presentation of the Risk.

essential cover for  
**professionals**

**Information Helpline: 0345 878 5555**

Our lines are open 8am-8pm Monday to Friday,  
9am-5pm Saturday and 10am-4pm Sunday

Buy online at **directlineforbusiness.co.uk**

Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

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**DLFB473 0418**

DLFB Professional Indemnity Summary (Estate Agents)



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