

## Professional indemnity insurance for estate and letting agents

Policy summary

Policy wording ref: 22540 WD-PROF-UK-EST(1)

### Key benefits: what risks are you protected against?

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Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for covered claims which are made against you during the period of insurance, up to the limit shown in your policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- negligence or breach of duty to use reasonable care and skill: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party;
- infringement of intellectual property rights like copyright or trademark;
- defamation: libel and slander;
- work undertaken on your behalf by sub-contractors or outsourcers;
- dishonesty of your, employees, sub-contractors and outsourcers.

We will also pay your reasonable and necessary costs:

- if you are subject to an official examination, inquiry or proceeding, including criminal proceeding;
- to avoid or reduce the severity of a claim.

We will also pay your direct losses suffered as a result of complaints referred to an ombudsman: cover for defence costs and any compensation you have to pay.

### Significant or unusual exclusions and limitations

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We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- liability arising as a landlord or any failure to comply with the terms of any rent guarantee insurance policy;
- liability arising from your failure to protect a tenant's deposit or provide all information about such deposit to a tenant if you do not comply with certain conditions set out in the policy;
- any survey or valuation of physical property for the purpose of any loan or any construction or erection work; any bodily or mental injury or death, unless arising from your breach of a duty of care;
- the ownership, use or possession of any land, building, animal or vehicle;
- the loss, destruction or damage to tangible property, unless arising from your breach of duty to use reasonable care and skill;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any contractual terms which make you responsible for losses that you would not be responsible for if the terms did not exist;
- any breach of your obligations as an employer;
- any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill;
- terrorism, civil commotion, strikes, war, communicable disease or nuclear risks including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- a cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.