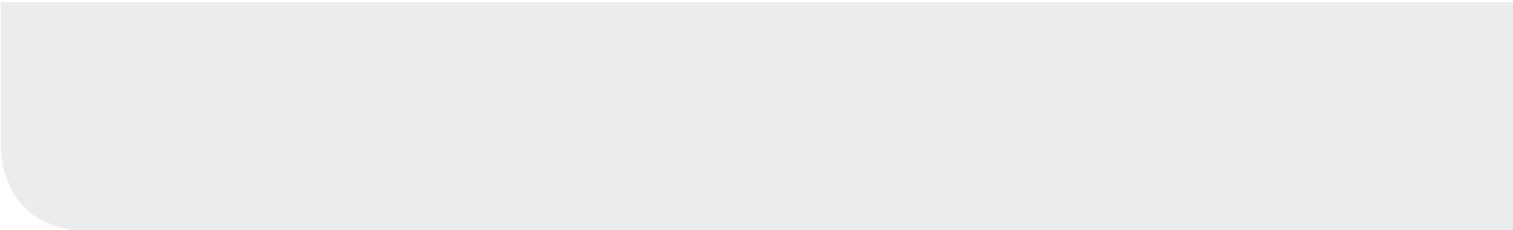
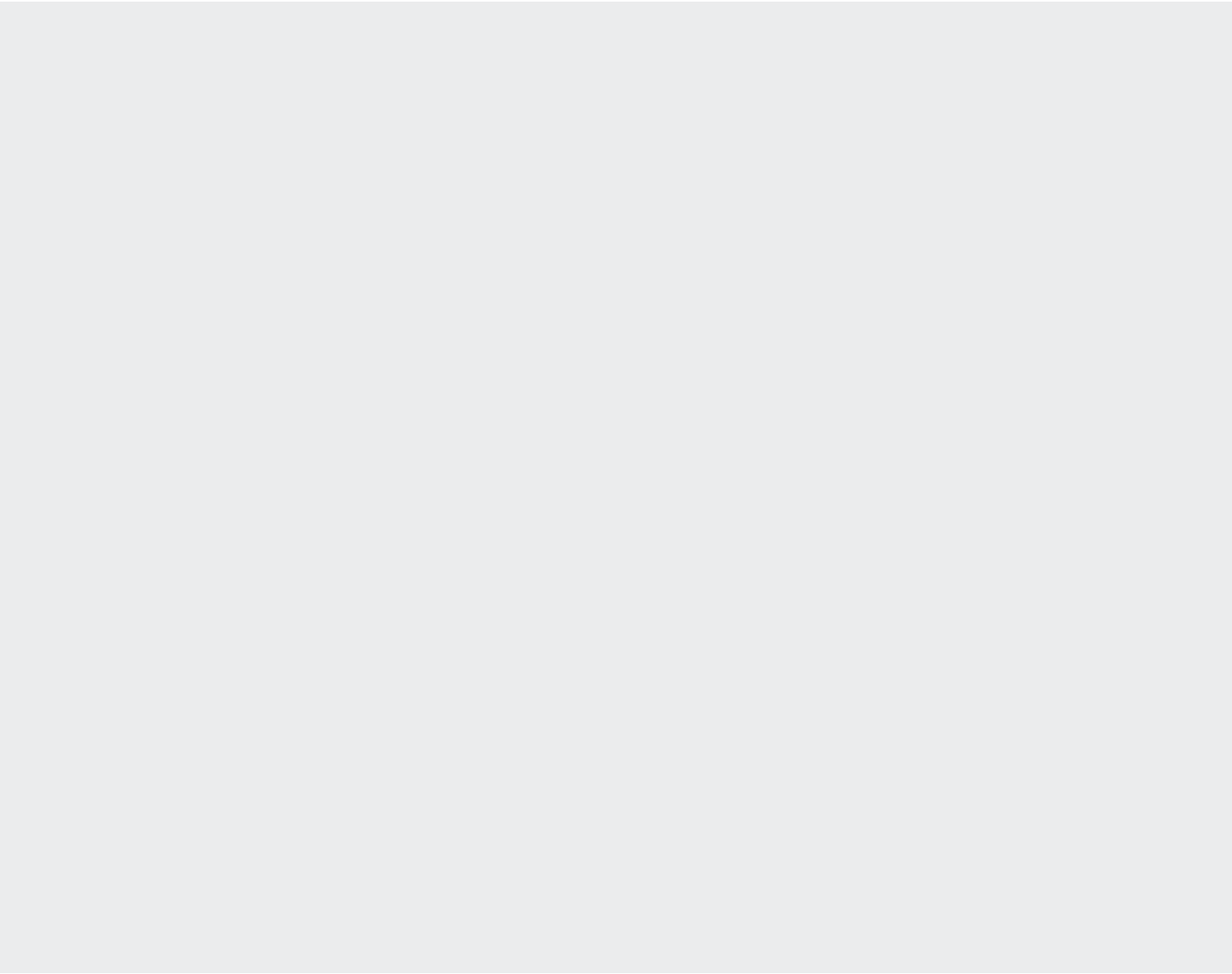


# Professional Indemnity Insurance

Estate & Letting Agents Policy wording



JLT Professional Risks



# Notice to Policyholders

## **IMPORTANT INFORMATION**

The following changes apply to your policy -

### **1 Complaints**

The following wording is deleted from the Complaints Procedure -

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1million, a charity with an annual income of less than £1million or a trustee of a trust with a net asset value of less than £1million. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

### **2 Financial Services Compensation Scheme**

The Compensation Scheme wording is restated as follows -

#### **Financial Services Compensation Scheme**

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or write to Financial Services Compensation Scheme, 7th floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

#### **This Notice forms part of your Policy and should be attached to it.**

Aviva Insurance Limited. Registered in Scotland No. 2116.  
Registered Office: Pitheavlis, Perth, Scotland PH2 0NH.  
Authorised and regulated by the Financial Services Authority.

# Estate Letting Agents Policy wording

## Surveyors, Quantity Surveyors, Auctioneers, Valuers and Estate Agents

### This is a 'Claims made' Insurance

This Insurance covers only Claims made or losses sustained and notified to the Company during the Period of Insurance.

## Professional Indemnity Insurance

### Insurance Clauses

#### 1 Civil Liability

The Company will indemnify the Insured in respect of Claims first made against the Insured and notified to the Company during the Period of Insurance in respect of civil liability incurred in connection with the conduct of the Professional Business by or on behalf of the Insured or the Predecessors. The foregoing indemnity extends to include liability which the Insured may incur in respect of any Claim or Claims first made against the Insured during the Period of Insurance.

A) for claimant's costs and expenses

B) as a result of any

1) decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract

2) award by an arbitrator or tribunal of arbitrators (whether under the Surveyors and Valuers Arbitration Scheme 1998 or otherwise)

Provided that no indemnity shall be given to any person committing or condoning any fraudulent or dishonest act or omission

#### 2 Fidelity

The Company will indemnify the Insured named in the Schedule

A) up to a maximum of £100,000 in the aggregate during the Period of Insurance against loss of Money Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act first discovered and notified to the Company during the Period of Insurance and committed in connection with the Professional Business. Provided that no indemnity shall be given to any person committing or condoning such act and the sum payable shall be only the amount of liability in excess of the amount (if any) recovered from such Employee and

B) up to £5,000 in respect of Investigation Expenses necessarily incurred with the Company's written consent to substantiate the amount of such loss as defined in 2A) above provided that the Insured has established a valid claim under this Insurance and the loss sustained exceeds the Insured's Contribution

#### 3 Awards by Ombudsmen

The Company will indemnify the Insured against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme and first notified by the ombudsman to the Insured and notified to the Company during the Period of Insurance

The maximum amount payable in respect of any

A) single award made by any ombudsman or

B) series of awards by any ombudsman attributable to the same original cause shall not exceed £100,000

# Estate Letting Agents Policy wording

## 4 Loss of or damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System

## 5 Compensation for court attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any of the Insured and at the election of the Insured any other relevant party (not including expert witnesses) to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this Insurance the Company will provide compensation to the Insured named in the Schedule at the following rates for each day on which attendance is required

- |   |      |
|---|------|
| A) Any principal partner or director of the Insured | £200 |
| B) Any Employee                                     | £100 |
| C) Any other relevant party                         | £200 |

## 6 Defence Costs

The Company will in addition pay Defence Costs in connection with any Claim under Insurance Clauses 1 and/or 3 made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim under Insurance Clauses 1 and/or 3 Provided that if the amount payable to dispose of such Claim exceeds the amount available under this Insurance the liability of the Company for other costs and expenses

shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

The Insured's Contribution shall not apply to Defence Costs

## 7 Legal Representation costs

The Company will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 6 incurred by the Insured with the prior written consent of the Company and not otherwise covered by this Insurance for representation at properly constituted hearings tribunals or proceedings in respect of any occurrence arising from the conduct of Professional Business first instigated against the Insured and notified to the Company during the Period of Insurance in respect of any occurrence which may be the subject of indemnity under this Insurance Provided that the liability of the Company shall not exceed £10,000 during the Period of Insurance

## 8 Estate Agents and Health & Safety Legislation

The Company will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Company up to a maximum of £100,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Company during the Period of Insurance under

- A) The Property Misdescriptions Act 1991 and/or
- B) The Estate Agents Act 1979 and/or
- C) The Health and Safety at Work etc Act 1974 and/or
- D) The Health and Safety at Work (Northern Ireland) Order 1978 and/or
- E) The Construction (Design and Management) Regulations 1994 and/or
- F) similar or successor legislation to that detailed in A) to E) above but only where the Company believes that defending such proceedings could protect the Insured against any concurrent or subsequent Claim arising from the Professional Business undertaken by the Insured and subject to the Company not being liable in respect of any criminal penalties or fines

# Estate Letting Agents Policy wording

## Limit of Indemnity

- 1 The liability of the Company in respect of Insurance Clause 1 shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Exclusions

The Company shall not be liable in respect of

### 1 Adjudication and Arbitration

Any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award (whether made under the Surveyors' and Valuers' Arbitration Scheme 1998 or otherwise) made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company

### 2 Asbestos Risks

Any liability based upon or arising out of or relating directly or indirectly to or in consequence of Asbestos Risks.

However this Exclusion shall not apply where such liability arises as a direct result of any negligent act error or omission committed or alleged to have been committed by the Insured in the conduct of Professional Business involving Asbestos Risks to the extent any Claim is

- A) for the cost of re-performance of the Insured's work and /or rectification and/or remediation or

- B) made in respect of any diminution in value of buildings and/or structures (or any part of either or both of them) arising out of a survey and/or valuation by the Insured undertaken in accordance with RICS Practice Statements or standard market procedures relating to survey and valuations

Provided that:

- 1) No indemnity shall be granted in respect of any
  - a) bodily Injury to any person or
  - b) loss of or damage to property other than that part of the building and/or structure which requires re-performance of the Insured's work and/or rectification and/or remediation
- 2) The liability of the Company for damages claimant's costs expenses and Defence Costs arising out of all Claims notified during the Period of Insurance directly or indirectly resulting from Asbestos Risks shall not exceed £250,000.

### 3 Bodily Injury to Employees

Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured.

### 4 Contractual Liability including Collateral Warranties

Any Claim arising from any contractual agreement where the liability incurred by the Insured in the agreement exceeds the amount of the Insured's liability in the absence of such agreement in respect of

- A) the acceptance by the Insured of or the guarantee by the Insured of fitness for purpose where this appears as an express term or
- B) any express guarantee given by the Insured including any relating to the period of a project or
- C) any express contractual penalty made between the Insured and a third party or
- D) any acceptance by the Insured of liability for liquidated damages

Notwithstanding this Exclusion this Insurance will indemnify the Insured in respect of Claims or costs or expenses arising out of liability assumed under the standard Warranty Agreements published by the British Property Federation or the Construction Industry Council.

# Estate Letting Agents Policy wording

## 5 Controlling Interest

Any Claim made against the Insured by:

- A) any entity in which the Insured or any partner member or director or any combination of partners members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

Unless such Claim emanates from an independent third party.

## 6 Directors' and Officers' Liability

Any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or nonperformance of their duties as a director officer or trustee.

## 7 Dishonesty after reasonable cause

Any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person.

## 8 Employment

Any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct.

## 9 Financial Services

Liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving any investment activities which are regulated by the Financial Services Authority and which relate to investments of the kind formerly described in Part I of Schedule 1 to the Financial Services Act 1986.

Provided that this Exclusion will not apply to investments which were not previously included in Part I of Schedule 1 to the Financial Services Act 1986 but which are included in any legislation which replaces or succeeds the Financial Services Act 1986 or any statutory successor thereto.

## 10 Fines Penalties and Punitive Damages etc.

Any fines penalties punitive or exemplary aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award.

## 11 Insolvency of the Insured

Any Claim arising out of or relating solely to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties and/or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

# Estate Letting Agents Policy wording

## 12 Insured's Contribution

The Insured's Contribution

## 13 Market Fluctuation

Any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving the financial return of any investment or the depreciation or loss of investments when such financial return depreciation or loss is as a result of normal or abnormal fluctuations in any financial stock commodity or other markets which are outside the influence or control of the Insured.

Provided that this Exclusion will not apply to Professional Business of the Insured in connection with the following

- A) Survey and/or valuation of any tangible property for the purpose of any sale proposed sale purchase or proposed purchase
- B) Survey and/or valuation of any tangible property for insurance or stock valuation purposes

## 14 Nuclear

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## 15 Ombudsman's costs and expenses

Any costs or expenses associated with the investigation conduct or settlement of any case(s) accepted by an ombudsman for review in his position as ombudsman.

## 16 Pollution

Any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind This Exclusion shall not apply where such Claim arises from the Insured's negligent structural design or specification or failure to report a structural defect in a property but cover shall nevertheless only extend to that part of any Claim which relates to the cost of re-designing re-specifying remedying and/or rectifying the defective structure but shall not include the cost of remedying and/or rectifying any loss of or damage to the environment or any loss of value For the purposes of this Exclusion only Asbestos is not deemed to be a contaminant.

## 17 Previous claims or circumstances

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

## 18 Supply of Goods

Any Claim arising out of the supply of any goods by the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by the Insured Provided this Exclusion shall not apply to project models or displays.

# Estate Letting Agents Policy wording

## 19 Surveys and Valuations (qualifications and experience)

Any Claim arising as a result of a survey and/or valuation unless it was undertaken by

- A) a Fellow or Professional Member of the Royal Institution of Chartered Surveyors (RICS) or
- B) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or
- C) a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
- D) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
- E) a Fellow or Associate of the Royal Institute of British Architects (RIBA) or
- F) a Fellow or Associate of the Royal Institute of Architects in Scotland (RIAS) or
- G) a person with not less than five years' experience of such work or
- H) any other person delegated by the Insured to undertake such work as part of their training subject to the work being supervised by a person in any of categories A) to F) above

## 20 Trading Losses

Any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured stated in the Schedule or any business managed by or carried on by the Insured.

## 21 Transportation or Property

The ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured.

## 22 United States and Canada Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any Claim made or suit brought against the Insured before any arbitrator tribunal or court in the United States of America its territories and possessions or Canada

- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside the United States of America its territories and possessions or Canada of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any Claim made or suit brought against the Insured before any arbitrator tribunal or court of the United States of America its territories and possessions or Canada
- C) the operations of the Insured or any director member Employee agent branch subsidiary or parent company in the United States of America its territories and possessions or Canada

## 23 War and Terrorism

Any Claim arising directly or indirectly out of War Risks or Terrorism.

# Estate Letting Agents Policy wording

## Definitions

For the purposes of Professional Indemnity Insurance

- 1 Acting in Collusion** means all circumstances where
  - A) two or more Employees or
  - B) an Employee or Employees and any other person or personsare concerned or implicated together or materially assist each other in committing a Fraudulent Act
- 2 Asbestos** means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 3 Asbestos Containing Materials** means Any material containing Asbestos or Asbestos Dust.
- 4 Asbestos Dust** means Fibres or particles of Asbestos.
- 5 Asbestos Risks** means
  - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
  - B) the release of Asbestos Dust
  - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 6 Bodily Injury** means Death disease illness or bodily or mental injury.
- 7 Claim** means
  - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction
  - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or
  - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured
  - D) any communication in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time
- 8 Defence Costs** means All other costs and expenses (other than costs incurred in accordance with Condition 9B) which are incurred by the Company or by the Insured with the Company's written consent.
- 9 Documents** means all
  - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems recordsthe property of the Insured or for which the Insured is responsible.
- 10 Employee** means Any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance.
- 11 Fraudulent Act** means Any act of fraud or dishonesty committed by any Employee acting alone or Acting in Collusion committed with the principal intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended by such Employee to receive such gain.

“Improper personal financial gain” shall not include salary commissions fees bonuses promotions awards profit sharing pensions or other emoluments or benefits earned in the normal course of employment.
- 12 Insured's Contribution** means The amount for which the Insured is responsible under Insurance Clauses 1 2 and 3 of this Insurance in respect of any one Claim Provided that the Insured shall not be responsible for an amount exceeding any maximum amount/s permitted by the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors or the latest Rules of the National Approved Letting Scheme applicable at the inception of the Period of Insurance All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim.

# Estate Letting Agents Policy wording

## **13 Insured** means

The Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of Claims arising out of the Professional Business Provided that each shall as though the Insured observe and be subject to the terms of this Insurance so far as they can apply

- A) any current partner director or member or former partner director or member of the Insured
- B) any person who may subsequently become a partner director or member of the Insured during the Period of Insurance
- C) any former partner director or member of the Predecessors
- D) any retired partner director or member of the Insured remaining as a consultant to the Insured
- E) in respect of Professional Business undertaken on behalf of the Insured
  - 1) any Employee or former Employee
  - 2) those persons named as consultants or former consultants in the proposal form completed by the Insured and accepted by the Company
  - 3) any self-employed person
- F) any estate heirs and executors and/or legal/personal representatives of any of those included in A) to E) above in the event of their death incapacity insolvency or bankruptcy

## **14 Investigation Expenses** means

Expenses incurred solely to substantiate the amount of a loss but does not mean expenses paid by the Insured to its own staff for salaries wages or similar expenses.

## **15 Microchip** means

A unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

## **16 Money** means

Currency coins and bullion or monetary balances held at a financial institution to the credit of the Insured.

## **17 Predecessors** means

Any person practice or other firm to which the Insured has succeeded.

## **18 Professional Business** means

- A) those services (including the giving of advice) which are normally undertaken by members of the Royal Institution of Chartered Surveyors in relation to the Business described in the Schedule
- B) services performed (including advice given) by the Insured whilst holding an individual appointment in respect of work directly or indirectly connected with the Business described in the Schedule where
  - 1) those services are normally undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to the Company and
  - 2) (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income disclosed to the Company

## **19 Property** means

Tangible property other than Money or Securities.

## **20 Securities** means

Negotiable and non-negotiable instruments representing either Money or Property but not including Money or Property.

## **21 System** includes

Computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

## **22 Terrorism** means

An act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto.

## **23 Virus** means

Programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

## **24 War Risks** means

War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

# Estate Letting Agents Policy wording

## Special Benefits

- 1** In the event of non-disclosure or misrepresentation the Company will waive its rights to avoid this Insurance provided that
  - A) the Insured is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - B) the Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
  - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance
- 2** The Company shall not avoid any claim under this Insurance on the grounds of the breach of Conditions 1 4 or 5 of this Insurance subject to proviso C) in Special Benefit 1 but where the Insured has prejudiced the handling or settlement of any Claim the amount payable in respect of such Claim (including costs and expenses) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice.
- 3** In the event of any dispute or disagreement between the Insured and the Company regarding the application of Special Benefits 1 and 2 such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of The Royal Institution of Chartered Surveyors.
- 2** The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1
  - A) notify the Company within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
  - B) not serve any of the notices referred to in Condition 2A) without the prior written consent of the Company unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured
- 3** The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 3 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured.
- 4** All documents supporting any Claim shall be forwarded to the Company immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
- 5** The Insured shall give all such assistance as the Company may require but the Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success.
- 6** The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.
- 7** In connection with any Claim against the Insured the Company may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible under this Insurance in respect of matters prior to the date of such payment.

## Conditions

- 1** The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim irrespective of the Insured's views as to the validity of the Claim or on receiving information of a Claim for which there may be liability under this Insurance Any Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given.

# Estate Letting Agents Policy wording

- 8** If at the time any claim arises under this Insurance the Insured is or but for the existence of this Insurance would be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.
- 9** In respect of any claim made under Insurance Clauses 1 or 2 arising out of any dishonest or fraudulent act or omission on the part of any current partner member principal or director of the Insured or any Employee
- A) the Insured must immediately take all reasonable steps to prevent further loss
  - B) if the Company so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the personal representatives of such person
  - C) any monies recovered following action as described in 9 B) above will be deducted from any amount payable under this Insurance
- 10** This Insurance shall be governed by and construed in accordance with the Laws of England and Wales or of Scotland at the choice of the Insured.
- 11** Where the Insured or any person indemnified in like manner to the Insured as described in Definition 13 is a member of the Royal Institution of Chartered Surveyors in any dispute in connection with the terms Conditions Exclusions or limitations of this Insurance it is specifically understood and agreed that the terms conditions exclusions and limitations of the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors applicable at the inception of the Period of Insurance shall take precedence over any terms Conditions Exclusions or limitations contained herein which are less favourable to the Insured.

# Estate Letting Agents Policy wording

## **Renewal Procedure**

Prior to Renewal Date each year the Company will request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Company prior to Renewal Date Failure to submit a renewal declaration form prior to renewal will cause this Insurance to be lapsed from the Renewal Date.

## **Interpretation**

In this Insurance

- 1** the singular includes the plural and vice versa
- 2** the male gender includes the female and neutral genders
- 3** references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this Insurance
- 4** the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

**JLT Professional Risks**

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