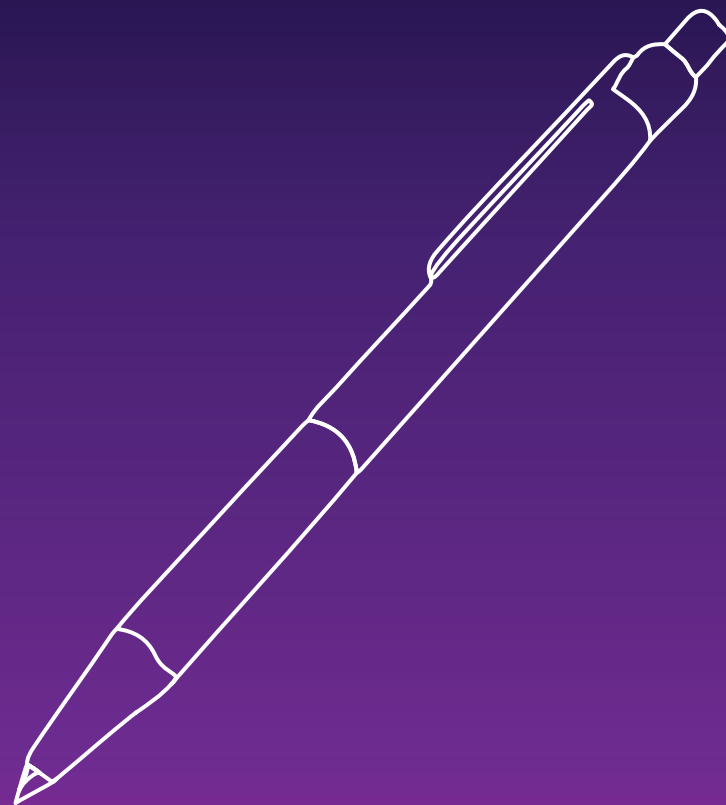


PROFESSIONAL INDEMNITY  
(ESTATE AGENTS)  
PRODUCT SUMMARY



PROFESSIONAL  
INDEMNITY COVER  
FOR THE ESTATE AGENT

# NIG – Professional Indemnity Insurance

**Please read this document carefully. Full terms and conditions can be found within the Policy Booklet.**

The Professional Indemnity Insurance policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

**Please refer to your policy schedule for full details of any endorsements or excesses that may apply.**

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.

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.

If any changes in circumstances arise during the period of insurance please provide full details to the broker, intermediary or agent acting on your behalf.

## Indemnity Limit

The indemnity limit is 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 is Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada.

## Main Exclusions

<ul style="list-style-type: none"> <li>• Risks that should be insured elsewhere – employers' liability, property, land, products</li> <li>• North American exposure</li> <li>• War, terrorism and nuclear risks</li> </ul>	<ul style="list-style-type: none"> <li>• Claims and circumstances known at inception of cover</li> <li>• Trading losses, fines and penalties, insolvency or bankruptcy of the Insured</li> </ul>	<ul style="list-style-type: none"> <li>• Surveys or valuations other than for the purpose of the establishment of a price for the marketing of a property for sale</li> <li>• Viruses</li> </ul>	<ul style="list-style-type: none"> <li>• Work carried out outside the Territorial Limits</li> </ul>
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## Key Features of the Cover

<ul style="list-style-type: none"> <li>• Claims made against You arising from:             <ul style="list-style-type: none"> <li>– Breach of professional duty</li> <li>– Dishonesty of employees</li> <li>– Libel or slander</li> <li>– Unintentional breach of confidentiality</li> <li>– Unintentional infringement of intellectual property rights</li> <li>– Loss of or damage to documents</li> <li>– Any other civil liability</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Costs of prosecuting claims for infringement of Your intellectual property rights (sub-limit £25,000 in the aggregate)</li> <li>• Costs of representation at any inquiry which has a direct relevance to any claim or circumstance</li> <li>• Defence costs (lawyers, court costs, experts etc.) which are payable in addition to the Indemnity Limit</li> </ul>	<ul style="list-style-type: none"> <li>• The Property Ombudsman/The National Approved Letting Scheme awards</li> <li>• Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 defence costs</li> </ul>	<ul style="list-style-type: none"> <li>• Data Protection cover. This relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act (sub-limit £250,000 in the aggregate)</li> </ul>
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## General Conditions

<ul style="list-style-type: none"> <li>• Policy construction and disputes</li> <li>• Waiver of subrogation against employees</li> <li>• Dishonest or fraudulent act or omission</li> </ul>	<ul style="list-style-type: none"> <li>• Fraudulent claims</li> <li>• Contracts (Rights of Third Parties) Act 1999</li> <li>• Cancellation</li> <li>• Invalidity</li> </ul>	<ul style="list-style-type: none"> <li>• Notices</li> <li>• Reasonable steps to avoid loss</li> <li>• International Sanctions</li> <li>• Mergers and Acquisitions</li> <li>• Assignment</li> </ul>	<ul style="list-style-type: none"> <li>• Change of control</li> <li>• Fair Presentation of the Risk</li> <li>• Choice of Law</li> </ul>
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## Further Information

### Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

### Cancellation

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

### How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote your policy number.

Professional Indemnity Claims are managed in partnership with HCC International.

To make a claim, phone **0208 039 4189**.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court, Westmoreland Road,  
Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service,  
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

