

PMR 205 DIC - Estate Agents

Applicable to PMR EA Civil AOC 01 11

The following are added to Insuring Clauses under Section 1 – Professional Indemnity Insurance:

8. Pollution Extension – Aggregate Sub-Limit

Exclusion 8 to Section 1 shall not apply to this Policy provided always that the **Indemnity limit** (which, for the purpose of this extension, shall mean **Insurers’** total liability to pay damages, claimants’ costs, fees and expenses, and **Defence cost and expenses**) in respect of any claim under Section 1 based upon, arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind shall not exceed GBP 1,000,000 in respect of any one claim or series of claims arising out of one originating cause and in total for all claims first made during the **Period of Insurance**. If more than one person is entitled to an indemnity under Section 1 of this Policy in relation to any such claim **Insurers’** total liability to all such persons shall not exceed this **Indemnity limit**.

9. Fidelity Extension

For the purposes of this extension only, the term **Employee** shall not include anyone who is or has been a partner, member or director of the **Insured**.

Subject otherwise to the terms and conditions of this Policy, **Insurers** agree in addition to indemnify the **Insured** under Section 1 up to a maximum of GBP 100,000 in respect of their own direct loss or losses which, during the **Period of insurance**, they shall discover they have sustained by reason of any dishonesty or fraud of any past or present **Employee** of the **Insured**, provided always that:

- a) such dishonest or fraudulent act(s) are carried out by the person(s) concerned with the manifest intent to cause such loss to the **Insured** or to obtain improper personal gain either for themselves or in collusion with others;
- b) no indemnity shall be afforded hereby to any person committing or condoning such dishonesty or fraud;
- c) the annual accounts of the **Insured** have been prepared and/or certified by an independent accountant or auditor;
- d) any dishonesty or fraud committed by a person or persons acting in concert shall for the purposes of this Certificate be treated as giving rise to one loss;
- e) such loss or losses shall include accountants' fees incurred as the result of such loss;
- f) any monies which but for such dishonesty or fraud would be due to such person from the **Insured**, or any monies of such person held by the **Insured**, shall be deducted from any amount payable under this Policy.

10. Loss Of Documents – Replacement Costs

Definition

For the purposes of this extension only:

Excess

Is the first amount paid in respect of each claim and shall be GBP 1,000.

Extension

Up to a maximum of GBP 250,000 in the aggregate in the **Period of insurance** and subject otherwise to the terms and conditions of Section 1 of this Policy the **Insured** is indemnified in respect of claims first made by the **Insured** during the **Period of insurance** for reasonable and necessary costs and expenses incurred, with **Insurers’** prior consent, in replacing or restoring **Documents** following loss of or damage to any **Documents** first discovered during the **Period of insurance**.

11. Indemnity to Principals Clause

If the **Insured** so requests, **Insurers** will indemnify any Principal with whom the **Insured** has entered into an agreement as far as is necessary to meet the requirements of such agreement but only in respect of liability incurred to independent third parties arising directly from the services performed by the **Insured** and subject always to the terms and conditions of this Policy.

12. Compensation for Court Attendance

In the event of the **Insured** being required to attend any court or tribunal of enquiry or similar forum having the like power to compel attendances of witnesses in connection with any Claim or **Circumstance**, **Insurers** will pay compensation to the **Insured** at the following daily rates:

Any principal, partner or director	GBP 300
Any other employee	GBP 200

All other terms and conditions of this Policy remain unaltered.

The following is added to Notification and claims conditions applicable to Section 1

2.5 Non-disclosure

Where the **Insurer** has grounds to avoid this Policy it may, at its election and provided that the **Insured** can establish to the **Insurer's** satisfaction that any untrue statements, non-disclosure or misrepresentation of facts were free of any fraudulent conduct or intent to deceive, give notice in writing to the **Insured** that it regards this Policy to be in full force and effect save that no indemnity will be provided under this Policy in respect of any claim or loss that arises from or is in any way related to the circumstances that entitle the **Insurer** to avoid this Policy.

This Policy shall then continue in full force and effect but if such untrue statements, non-disclosure or misrepresentation of facts consist of or include a failure to inform the **Insurer** of any loss, claim or **Circumstance** of which the **Insured** was aware, such loss, claim or **Circumstance** shall be excluded under this Policy.

All other terms and conditions of this Policy remain unaltered.