

Schedule

Policy number: 9696596

Insurance details

Period of insurance : From 09 February 2022 to 08 February 2023 Both days inclusive
Date schedule issued to insured: 01 February 2022
Underwritten by : Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy
Broker: Arthur J Gallagher
Payment method : Payment by Broker's Account

General terms and conditions wording: 15661 WD-PIP-UK-GTCA(3)
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below

Insured details

Insured : Cullen Property Limited
Address : 30 Rutland Square
Edinburgh
EH1 2BW
United Kingdom

Business: Property Letting

Premium details

Annual premium:	£2,905.93	Annual tax:	£348.71	Annual total:	£3,254.64
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Professional indemnity - Estate and letting agents

Section wording	5640 WD-PIP-UK-EST(6)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity	£500,000
Limit applies to	any one claim excluding defence costs
Excess	£1,000
Excess basis	each claim or loss excluding defence costs
Geographical limits	Worldwide
Applicable courts	Worldwide excluding claims brought in the USA/Canada

Business activities

Property management - Residential

Special limits (included within and not in addition to the overall limit above)

Personal Data	£250,000	in the aggregate including all costs
Complaints referred to an ombudsman or arbitrator	£250,000	any one claim and in the aggregate including defence costs

Special Excess (included within and not in addition to the overall limit above)

Complaints referred to an ombudsman or arbitrator	£1,000	or the standard excess above, whichever is the lower, for each claim or loss excluding defence costs
Personal Data	as per PI excess	each and every claim or loss, including all costs

Additional cover (in addition to the overall limit above)

Court attendance compensation – directors and partners	£500	per person per day
Court attendance compensation – employees	£250	per person per day
Court attendance compensation: in total	£100,000	in total during any one period of insurance

Endorsements

1070273

Amendment of cover: sub-contractors (same limit)

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any **business activity** or **advertising** undertaken on **your** behalf by any sub-contractor, outsourcer or freelancer, unless there is a written contract between **you** and the sub-contractor, outsourcer or freelancer which provides that:

1. it is subject to the laws of a legal system in the United Kingdom;
2. any dispute which arises will be referred to a court or arbitration panel in the United Kingdom;
3. the sub-contractor, outsourcer or freelancer will indemnify **you** against any liability which you incur and which is caused, or contributed to, by anything which the sub-contractor, outsourcer or freelancer does or fails to do in the performance of the **business activities** or provision of the **advertising**; and
4. the sub-contractor, outsourcer or freelancer has and maintains in force professional Indemnity insurance with a limit of indemnity of not less than

the limit of indemnity under this section of the **policy**.

1000438

Removal of cover: Green Deal

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any activity **you** perform under the Green Deal initiative as defined by the Energy Act 2011 or any similar or successor initiative.

1070380

Amendment of cover: pollution

What is not covered A. 5 is amended to read as follows:
Pollution

5. **pollution**, unless **your** liability is attributable to negligence or breach of a duty of care arising from the performance of any **business activity**.
However, **we** will not make any payment for:
- any claim or part of a claim or loss which arises directly or indirectly out of any statutory, contractual or common law obligation **you** have to clean-up or remedy any **pollution**;
 - any liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under regulation 20 of the Environmental Damage (Prevention and Remediation) Regulations 2009;
 - any claim made by or on behalf of any governmental agency or regulatory body or agency; or
 - any **pollution** which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting Regulations (England and Wales) 2010.

The following is added to **How much we will pay, Special limits**:
Pollution

For claims and parts of claims arising from **pollution**, the most **we** will pay is the relevant amount stated in the schedule. This limit is included within and not in addition to, the overall limit of indemnity stated in the schedule. **You** must pay the relevant **excess** stated in the schedule.

800.0

Retroactive date

Retroactive date: 01 January 1960

6548.0

Addition of cover: your own losses from dishonesty

The following is added to **What is covered, Your own losses**:

Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss of money or property from the dishonesty of **your** employee, acting alone or in collusion with others, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

We will also pay the reasonable costs incurred with **our** prior written agreement to investigate and substantiate the amount of any such loss, including professional fees but not including any salaries, wages or similar expenditure.

The following is added to **How much we will pay**:

Losses from dishonesty

The most **we** will pay for:

1. the total of **your** own losses arising from the dishonesty of **your** employees is £250,000 or the amount stated in the **schedule**, whichever is lowest, for the total of all such losses; and
2. the total of all costs to investigate and substantiate such loss is £15,000 for the total of all such costs.

You must pay an **excess** of £500 in respect of each such loss.

We will not make payment under this **endorsement**:

1. for any loss directly or indirectly due to the dishonesty of any employee:
 - a. who **you** do not have the right to supervise or direct;
 - b. after the discovery by **you** of reasonable cause for suspicion of any dishonesty by that employee; or
 - c. or anyone with whom the employee colluded, whose normal place of employment or service is outside the United Kingdom, the Channel Islands or the Isle of Man;
2. any person who actually committed, conspired to commit or condoned any loss;
3. for any loss of a consequential or indirect nature, including but not limited to loss of potential income, profit, interest or dividends;
4. for any loss of or damage to proprietary information, trade secrets, confidential processing methods, intellectual property or confidential information of any kind; or
5. unless **your** annual accounts are prepared or certified by an independent and properly qualified accountant or auditor. If **you** are regulated by The Royal Institution of Chartered Surveyors' (RICS) **your** accounts, including client accounts, must be prepared and certified in accordance with the RICS Rules of Conduct.

6549.0

Removal of cover: your accounts

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to **your** accounts, unless:

- a. any client's money entrusted to **you** is properly recorded in **your** books or ledgers of account (paper, electronic or otherwise) so that it is clearly identifiable to each specific client;
- b. any client's money is paid into a specifically designated client bank account with a recognised bank or building society and kept separate from **your** own money;
- c. **you** bank all receipts of client money into an appropriate client bank account within a maximum of two working days from the day on which it was received;
- d. **you** ensure that appropriate controls exist around the ability of any person to make payments from a client bank account and maintain an up to date and accurate record listing these individuals authorised to make payments. The original of such a list or schedule should be lodged with the relevant bank or building society used by **you** and a copy retained within **your** records;
- e. **you** keep properly detailed and written up accounting records;
- f. all transactions are monitored and reconciled on a regular basis. **You** shall at least once every two calendar months and no later than ten weeks of a previous reconciliation, cause the balance on **your** clients' cash books to be reconciled with the:
 - i. balance in their client bank account using the bank/building society statement; and

- ii. total of each client's balance in the clients' ledger.

All documents necessary to support the reconciliation must be kept safe, complete and readily available in the cash book or other appropriate place.

All reconciliations should be checked and signed by the principal, partner or director member of the company, or by someone formally appointed by the principal, partner or director, who shall not be the person responsible for the preparation of the reconciliation.

- g. once in every period of twelve months, **your** annual accounts are audited by an independent firm of Chartered Accountants or Chartered Certified Accountants; and
- h. the client bank account includes the word client and **your** name in the title.

We will not in any event make a payment if **you** conduct personal or office transactions through a client bank account.

6550.0**Amendment of cover: pollution**

What is not covered A. 5 is amended to read as follows:

- 5. any pollution or contamination or emission of substances, including noise, electromagnetic fields, radiation and radio waves, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

However, **we** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

- a. any statutory, contractual or common law obligation **you** have to clean-up or remedy any pollution or contamination;
- b. any liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under regulation 20 of the Environmental Damage (Prevention and Remediation) Regulations 2009;
- c. any claim made by or on behalf of any governmental agency or regulatory body or agency; or
- d. any pollution or contamination or emission of substances which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting Regulations (England and Wales) 2010.

The following is added to **How much we will pay, Special limits:**

Aggregate limit for pollution

For claims brought against **you** arising from pollution and contamination or emission of substances, the most **we** will pay is a single limit of indemnity for the total of all such claims, including **defence costs**. This amount is included within, and not in addition to the limit of indemnity shown in the schedule

You must pay the relevant **excess** shown in the schedule.

6551.0**Amendment of cover: asbestos**

What is not covered A. 24 is amended to read as follows:

24. **asbestos risks**, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

The following is added to **How much we will pay, Special limits:**

Asbestos risks

For claims arising from **asbestos risks:**

- a. the most **we** will pay is a single limit of indemnity of £250,000 for the total of all such claims, including **defence costs**. This amount is included within, and not in addition to the limit of indemnity shown in the schedule; and
- b. the **excess** shown in the schedule is amended to £1,000 for each and every claimant including **defence costs**.

Crisis containment

Section wording	9809 WD-PIP-UK-CRI(2)
Insurer	Hiscox Insurance Company Limited
Limit of indemnity:	£25,000
Limit applies to:	per crisis and in the aggregate
Geographical limits:	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland

Special limits

(included within and not in addition to the overall limit insured above)

Outside working hours discretionary crisis mitigation costs £2,000

Endorsements

9003.0

Crisis line contact number (24 hours): +44(0)800 8402783 / +(0)1206 711796
Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44(0)1206 711796.

The General terms and conditions of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Endorsements which apply to the whole policy

603.1

Commercial assistance and legal advice helpline

This **policy** gives **you** access to a legal advice helpline to assist in the day-to-day running of **your** business. This helpline is available 24 hours a day, 7 days a week and will ensure **you** have the best advice when **your**

business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: 44 (0)845 2703298

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox **policy** holders.

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.



Policy number: 9696596

Information about us

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Ltd
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox Customer Relations either in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York
YO1 7PR

or by telephone on 01206 773 705
or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.