

# PMR 006

## Bailiffs Clause

Subject to the terms and conditions of this Policy and the special condition set out below the **Insured** is indemnified, under Section 1, up to the **Indemnity limit** for claims first made against the **Insured** during the **Period of insurance** for which the **Insured** is legally liable to pay damages (including claimant's costs, fees and expenses) and arising out of the ordinary course of the **Professional business** in consequence of or arising from:

- a) the unlawful detention, wrongful arrest, false imprisonment or malicious prosecution of any person; or
- b) the exercise of unlawful distraint against or the conversion of any property.

### Special Condition

As a condition precedent to their right to be indemnified under this endorsement to the Policy in respect of claims for unlawful distraint or conversion of any property the **Insured** shall satisfy the **Insurers** that the **Insured** exercised due diligence and did all that could reasonably have been done to ensure that any property submitted to or taken by the **Insured** for sale (whether by auction or otherwise) was the sole and unencumbered property (and was not, for example, the subject of a hire purchase agreement or the like) of the person or persons by whom the property was delivered up to, or from whom the property was taken by, the **Insured**.

All other terms and conditions of this Policy remain unaltered.