

# Important Notice to Policyholders

## Your Professional Liability Policy – Significant Changes

### Cyber coverage

We have made a change to our Professional Indemnity product so as to meet good governance principles as a responsible carrier and to respond to the regulator's expectations of the industry for ensuring sustainability and resilience in the face of potential systemic cyber exposures.

Under the policy exclusions we have added an exclusion for loss arising from a Privacy Event or Security Failure. Please see the wording for precise definitions, but in summary:

- a Privacy Event is unauthorised disclosure or misappropriation of confidential information in the care, custody or control of the Policyholder or failure to protect such confidential information which may result in identity theft;
- a Security Failure is an any failure or violation of the security of a Company's computer system, which results in any unauthorised access, unauthorised use, denial of service attack or transmission of malicious code.

For protection against liability and defence costs arising out of Privacy Events and Security Failure please ask about CyberEdge. As well as providing 3rd party liability cover, CyberEdge tackles first party loss and costs (for example, business interruption loss and data subject notification expenses) and can provide insurance for systems outages.

American International Group, Inc. (AIG) is a leading global insurance organisation. Building on 100 years of experience, today AIG member companies provide a wide range of property casualty insurance, life insurance, retirement products, and other financial services to customers in more than 80 countries and jurisdictions. These diverse offerings include products and services that help businesses and individuals protect their assets, manage risks and provide for retirement security. AIG common stock is listed on the New York Stock Exchange.

Additional information about AIG can be found at [www.aig.com](http://www.aig.com) and [www.aig.com/strategyupdate](http://www.aig.com/strategyupdate) | YouTube: [www.youtube.com/aig](http://www.youtube.com/aig) | Twitter: @AIGinsurance | LinkedIn: [www.linkedin.com/company/aig](http://www.linkedin.com/company/aig).

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. For additional information, please visit our website at [www.aig.com](http://www.aig.com). All products and services are written or provided by subsidiaries or affiliates of American International Group, Inc.

Products or services may not be available in all countries, and coverage is subject to actual policy language. Non-insurance products and services may be provided by independent third parties

AIG Europe S.A. is an insurance undertaking registered with R.C.S. Luxembourg. Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

AIG Europe S.A., Ireland Branch has its registered office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7. Branch registration number 908876. VAT number 3580476UH.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules.

A solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/0320>

# Financial Lines – Specified Professions Professional Liability

## 1. Cover

---

In providing the cover outlined below, the *Insurer* has relied on the information supplied in the *Completed Application Form* which forms the basis of this contract of insurance.

All cover under this policy is afforded solely with respect to *Claims* first made against an *Insured* during the *Policy Period* and reported to the *Insurer* as required by this policy.

### 1.1 Civil Liability

The *Insurer* will pay on behalf of any *Insured* any *Loss* resulting from any *Claim* which gives rise to a civil liability of the *Insured* incurred solely in the performance of or failure to perform *Professional Services*, except all *Damages* claimed relating to **Fraud/ Dishonesty Cover**, which must be brought under that coverage clause and coverage will be provided under the terms of that coverage clause only.

### 1.2 Intellectual Property

The *Insurer* will pay on behalf of any *Insured* any *Loss* resulting from any *Claim* for any *Infringement* by an *Insured* committed solely in the performance of or failure to perform *Professional Services*.

### 1.3 Defamation

The *Insurer* will pay on behalf of any *Insured* any *Loss* resulting from any *Claim* for libel or slander committed by an *Insured* solely in the performance of or failure to perform *Professional Services*.

### 1.4 Fraud/Dishonesty

The *Insurer* will pay on behalf of any *Insured*, who is not the actual perpetrator, any *Loss* resulting from any *Claim* for *Fraud/Dishonesty* of any *Employee* up to the date of discovery by the *Insured* of reasonable cause of suspicion of *Fraud/Dishonesty* committed solely in the performance of or failure to perform *Professional Services*.

### 1.5 Defence

The *Insurer* has the right to defend any *Claim* which this policy may respond to under its *Covers* or *Extensions*. The *Insurer* shall pay *Defence Costs* incurred in defending such *Claim*.

### 1.6 Retroactive date

The *Insurer* is under no obligation to pay *Loss* or *Mitigation*, unless the *Wrongful Act* first takes place on or after the *Retroactive Date*.

## Financial Lines – Specified Professions Professional Liability

### 2. Extensions

---

#### 2.1 Court Attendance

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a *Claim* notified under and covered by this policy, *Defence Costs* will include the following rates per day for each day on which attendance in court has been required:

- (i) for any principal, partner, director or *Member* of the *Insured*: €300
- (ii) for any *Employee*: €150

No *Retention* shall apply to this Extension.

#### 2.2 Lost Documents

With respect to a *Third Party's Documents*:

- (i) for which an *Insured* is legally responsible, and
- (ii) which, during the *Policy Period*, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance of or failure to perform *Professional Services*

*Damages* shall also include costs and expenses reasonably incurred by the *Insured* in replacing or restoring such *Documents* provided that:

- (a) such loss or damage is sustained while the *Documents* are either: (1) in transit; or (2) in the custody of the *Insured* or of any person to whom the *Insured* has entrusted them in the normal course of their *Professional Services*;
- (b) the lost or mislaid *Documents* have been the subject of a diligent search by or on behalf of the *Insured*;
- (c) the amount of any *Claim* for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the *Insurer* with the consent of the *Insured*; and
- (d) the *Insurer* shall not be liable for any *Claim* arising out of wear, tear and/or gradual deterioration, moth and vermin.

This Extension will be subject to a Sub-limit of Liability of €100,000 in the annual aggregate. A *Retention* of €1,000 each and every claim shall apply to this Extension.

#### 2.3 Mitigation of Loss

The *Insurer* will pay on behalf of the *Insured*, the reasonable and direct costs of any *Mitigation*.

### 3. Definitions

---

#### 3.1 Bodily Injury

means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

## Financial Lines – Specified Professions Professional Liability

### 3.2 **Claim**

means any: (i) written demand or (ii) civil or administrative proceeding that seeks *Damages* for a *Wrongful Act*.

Solely with respect to the *Mitigation of Loss Extension*, *Claim* shall also mean any determination first made by an *Insured* during the *Policy Period*, that it has committed a *Wrongful Act* requiring remediation.

### 3.3 **Completed Application Form**

means a precise record of the answers and/or information the *Policyholder* provided to each of the specific questions asked by the *Insurer* at the pre-contractual stage of a contract of insurance. This includes the answers and/or information to any prior application form or *Statement of Fact* supplied to the *Insurer* which was previously completed and provided by the *Policyholder*.

The *Policyholder* must answer all of the questions on the *Completed Application Form* honestly and with reasonable care, failure to do so may be regarded as a *Misrepresentation*.

### 3.4 **Computer System** means any

- (i) computer hardware, software or any components thereof, including wireless or mobile equipment or other devices enabled to electronically send or receive information, that are linked together through a network of two or more devices accessible through the Internet, internal network or connected with data storage or other peripheral devices and are under ownership, operation or control of, or leased by, *Policyholder* or any *Subsidiary*; or
- (ii) cloud computing or other hosted resources operated by a third party service provider for the use of the *Policyholder* or any *Subsidiary*.

### 3.5 **Confidential Information means any**

- (i) information relating to an identified or identifiable natural person including, without limitation, information from which an individual may be uniquely and reliably identified or contacted; or
- (ii) any *Third Party's* information (including any trade secret) that is not available to the general public.

### 3.6 **Damages**

means any amount that an *Insured* shall be legally liable to pay to a *Third Party* in respect of judgments or arbitral awards rendered against an *Insured*, or for settlements negotiated by the *Insurer* with the consent of the *Policyholder*.

### 3.7 **Defence Costs**

means reasonable fees, costs and expenses incurred by or on behalf of the *Insured* in the investigation, defence, adjustment, settlement or appeal of any *Claim*. *Defence Costs* shall not include any internal or overhead expenses of any *Insured* or the cost of any *Insured's* time.

### 3.8 **Documents**

means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

### 3.9 **Employee**

means any natural person who is or has been expressly engaged as an employee under a contract of employment with the *Policyholder* or any *Subsidiary*. *Employee* shall not mean

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

any: (i) principal, partner, director or *Member*; or (ii) temporary contract labour, self-employed person or labour only sub-contractor.

### 3.10 *Fraud/Dishonesty*

means fraudulent or dishonest conduct of an *Employee*:

- (i) not condoned, expressly or implicitly by; and
  - (ii) that results in liability of;
- the *Policyholder* or any *Subsidiary*.

### 3.11 *Infringement*

means an unintentional infringement of any intellectual property right of any *Third Party*, other than patents and *Trade Secrets*.

### 3.12 *Insured*

means:

- (1) the *Policyholder* or any *Subsidiary* (including any predecessor business) provided that the *Policyholder* falls within the definition of a *consumer* under section 1 of the Consumer Insurance Contracts Act 2019;
- (2) any natural person, who is or has been a principal, partner, director or *Member* of the *Policyholder* or any *Subsidiary*;
- (3) any *Employee*; and
- (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the *Policyholder* or any *Subsidiary*;

but only when providing *Professional Services* in the foregoing capacities.

*Insured* also includes any estate or legal representative of any *Insured* described in (2) and (3) of this definition for *Loss* arising from a *Claim* against that *Insured* for a *Wrongful Act* committed when providing *Professional Services*.

### 3.13 *Insurer*

means AIG Europe S.A.

### 3.14 *Limited Liability Partnership*

means a partnership as determined by the Partnership Act 1890 and the Limited Partnerships Act 1907 (Ireland) and any subsequent amendments thereto.

### 3.15 *Legal Panel*

means the firms of solicitors appointed from time to time by the *Insurer* to provide representation for its Professional Liability *Policyholders*.

### 3.16 *Limit of Liability*

means the amount specified as such in the Schedule.

### 3.17 *Loss*

means *Damages* and *Defence Costs*.

*Loss* shall not mean and this policy shall not cover any:

- (1) taxes;

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

- (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages;
- (3) fines or penalties;
- (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (5) compensation, benefits or overheads of, or charges or expenses incurred by any *Insured*; or
- (6) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a *Claim* is brought.

### 3.18 Member

means a member of a *Limited Liability Partnership*.

### 3.19 Misrepresentation

any innocent, negligent or fraudulent answer provided by the *Policyholder* to the questions on the *Completed Application Form*.

### 3.20 Mitigation

means work done or steps taken to rectify or mitigate the consequences of any *Wrongful Act* of an *Insured*, provided that it shall be a condition precedent to the *Insurer's* liability that:

- (i) the *Insurer* shall during the *Policy Period* have been informed in writing of the *Wrongful Act* and the work that is required to rectify it or mitigate its consequences;
- (ii) the *Insurer* shall be reasonably satisfied that such costs are necessary to prevent or reduce the amount of a *Claim* covered under this Policy, and that the amount of *Damages* prevented or reduced would be greater than the cost of the work;
- (iii) such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the *Insured* with the consent of the *Insurer*;
- (iv) such costs shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of the *Insured*; and
- (v) the *Insurer* has consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld.

### 3.21 Policy Period

means the period of time specified in the Schedule unless the policy is cancelled in which event the *Policy Period* will end on the effective date of the cancellation.

### 3.22 Policyholder

means the entity or natural person specified as such in the Schedule provided that they fall within the definition of a *consumer* under section 1 of the Consumer Insurance Contracts Act 2019;

### 3.23 Pollutants

means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

## Financial Lines – Specified Professions Professional Liability

### 3.24 **Premium**

means the amount specified as such in the Schedule and any premium adjustment reflected in an endorsement to this policy.

**3.25 Privacy Event** means any failure to protect *Confidential Information* including, without limitation, that which could result in

- (i) the disclosure or misappropriation of *Confidential Information* in the care, custody or control of a *Policyholder* or any *Subsidiary* or for which a *Policyholder* or any *Subsidiary* is legally responsible, or
- (ii) identity theft or other wrongful emulation of the identity of an individual or corporation.

### 3.26 **Professional Services**

means the professional services of the *Policyholder* and any *Subsidiary* as specified in the Schedule.

### 3.27 **Property Damage**

means damage to or loss of or destruction of tangible property or loss of use thereof.

### 3.28 **Retention**

means the amount specified as such in the Schedule.

### 3.29 **Retroactive Date**

means the date specified as such in the Schedule.

**3.30 Security Failure** means any failure or violation of the security of a *Computer System* including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code. *Security Failure* includes any such failure or violation, resulting from the theft of a password or access code by electronic or non-electronic means.

### 3.31 **Statement of Fact**

A precise record of the information previously supplied to the *Insurer* by the insurance broker on behalf of the *Policyholder* and which information the *Insurer* will continue to rely upon and form the basis of the contract of insurance along with the information provided by *Policyholder* in the *Completed Application Form*.

### 3.32 **Subsidiary**

means entities in which the *Policyholder* (which falls within the definition of a consumer under section .1 of the Consumer Insurance Contracts Act 2019), either directly or indirectly through one or more of its entities;

- (i) controls the composition of the board of directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share capital.

For any *Subsidiary* or any *Insured* thereof, cover under this policy shall only apply to *Wrongful Acts* committed while such entity is a *Subsidiary* of the *Policyholder*.

### 3.33 **Third Party**

means any entity or natural person except (i) any *Insured*; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the *Policyholder* or any *Subsidiary*.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.



## Financial Lines – Specified Professions Professional Liability

### **3.34 Trade Secret**

means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

### **3.35 Wrongful Act**

means any act giving rise to civil liability, *Infringement*, libel, slander, or *Fraud/Dishonesty*.

## **4. Exclusions**

---

This policy shall not cover *Loss* in connection with any *Claim*:

### **4.1 Antitrust**

arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition.

### **4.2 Asbestos**

arising out of, based upon or attributable to any *Loss, Claim*, demand or proceedings arising out of or related in any way to asbestos or materials containing asbestos.

### **4.3 Bodily Injury/Property Damage**

arising out of, based upon or attributable to *Bodily Injury* or *Property Damage* unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing *Professional Services*.

### **4.4 Costs Assessment**

arising out of, based upon or attributable to any failure by any *Insured* or other party acting for the *Insured* to make an accurate pre-assessment of the cost of performing *Professional Services*.

### **4.5 Government/ Regulatory Action**

arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform *Professional Services* for such entities.

### **4.6 Infrastructure**

arising out of, based upon or attributable to:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure.

unless such failure arises solely from an act, error or omission committed by the *Insured*, in the performance of or failure to perform *Professional Services*.

### **4.7 Insolvency**

arising out of, based upon or attributable to the insolvency, administration or receivership of the

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.



## Financial Lines – Specified Professions Professional Liability

*Insured.*

### 4.8 Intentional Acts

arising out of, based upon or attributable to any intentional or reckless act that would reasonably be expected to give rise to a *Claim* against an *Insured*. However, this exclusion shall not apply to the *Fraud/Dishonesty* Cover.

### 4.9 Joint Ventures

arising out of, based upon or attributable to work carried out by the *Insured* for and in the name of any association or joint venture of which an *Insured* forms part.

### 4.10 Misdeeds

arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an *Insured* admits, to be a criminal, dishonest or fraudulent act; and in such event, the *Insurer* shall be reimbursed for all *Loss* paid in connection with such *Claim*; provided, however, that this exclusion shall not apply to the *Fraud/Dishonesty* Cover.

### 4.11 Patent/Trade Secret

arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or *Trade Secrets*.

### 4.12 Performance Guarantees/Express Representations

arising from:

- (i) contractual liability or other obligation assumed or accepted by an *Insured* except to the extent that such liability would have attached in the absence of such contract or other agreement and in the normal course of the *Insured's Professional Services*; or
- (ii) guarantee or express representation made by the *Insured*. However, this Exclusion shall not apply to any of the following guarantees or express representations made by the *Insured*:
  - (a) that the *Insured* will use reasonable care and skill in the performance of the *Insured's Professional Services*;
  - (b) that the *Insured's Professional Services* will not infringe upon a Third Party's intellectual property rights; or
  - (c) that the *Insured's Professional Services* will substantially conform to all material, written specifications.

### 4.13 Pollution

arising out of, based upon or attributable to:

- (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of *Pollutants*, or
- (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *Pollutants*, or (b) respond to or assess the effects of *Pollutants*.

### 4.14 Prior Claims/Circumstance

- (i) made prior to or pending at the inception of this policy; or
- (ii) arising out of, based upon or attributable to any circumstance that, as of the inception of this policy, may have reasonably been expected by any *Insured* to give rise to a *Claim*.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

### 4.15 Security Failure or Privacy Event

arising out of, based upon or attributable to any *Security Failure* or *Privacy Event*.

### 4.16 Software Technology Infringement

arising out of, based upon or attributable to any *Infringement* of software or software technology.

### 4.17 Trade Debts

arising out of, based upon or attributable to any:

- (i) trading debt incurred by an *Insured* or
- (ii) guarantee given by an *Insured* for a debt.

### 4.18 U.S.A./Canada

made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

### 4.19 War/Terrorism

arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

## 5. Claims

---

### 5.1 Claim Notification

The *Insured* must give written notice to the *Insurer* of any *Claim* first made against the *Insured* as soon as practicable and during the *Policy Period*. All notifications must be in writing to:

Claims Department  
AIG Europe S.A  
30 North Wall Quay, International Financial Services Centre, Dublin 1  
or by email to [FLCLAIMS.IE@AIG.COM](mailto:FLCLAIMS.IE@AIG.COM)

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

### 5.2 Related Claims

If notice of a *Claim* against an *Insured* is given to the *Insurer* pursuant to the terms and conditions of this policy, then: (i) any subsequent *Claim* alleging, arising out of, based upon or attributable to the facts alleged in that previously notified *Claim*; and (ii) any subsequent *Claim* alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged in that previously notified *Claim*, shall be considered made against the *Insured* at the same time as the previously notified *Claim* was made and reported to the *Insurer* at the same time the previously notified *Claim* was first reported. Any *Claim* or *Claims* arising out of, based upon or attributable to (i) the same cause or *Wrongful Act*, or (ii) a single *Wrongful Act*, or (iii) a series of continuous, repeated or related *Wrongful Acts*, or (iv) the same or similar *Wrongful Acts* in a series of related matters or transactions, or (v) one matter or transaction, shall be considered a single *Claim* for the purposes of this policy.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

### 5.3 Circumstances

During the *Policy Period*, an *Insured* may become aware of circumstances which may reasonably be expected to give rise to a *Claim*. In such event, an *Insured* shall during the *Policy Period* report the circumstances in writing to the *Insurer*. If in doing so, the *Insured* provides: (i) the reasons for anticipating the *Claim*, and (ii) full particulars as to dates, acts and persons involved; then any *Claim* which is subsequently made against an *Insured* and reported in writing to the *Insurer* alleging, arising out of, based upon or attributable to such circumstances, or alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged or described in the previously notified circumstances, shall be considered first made against the *Insured* and reported to the *Insurer* at the time the facts or circumstances were first reported, if accepted by the *Insurer*.

### 5.4 Defence/Settlement

The *Insurer* does not assume any duty to defend, and the *Insured* shall defend and contest any *Claim* made against them unless the *Insurer*, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any *Claim*. If the *Insurer* does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the *Insurer*. In the event that the *Insurer* decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the *Insurer*) then the *Insured* shall select one of the *Legal Panel* to provide such legal representation. The *Insurer* has the right at any time after notification of a *Claim* to make a payment to the *Insured* of the unpaid balance of the *Limit of Liability* applicable to any *Claim*, and upon making such payment, all obligations of the *Insurer* to the *Insured* under this policy in respect of the *Claim*, including, if any, those relating to defence, shall cease.

### 5.5 Insurer's Consent

As a condition precedent to cover under this policy, no *Insured* shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any *Defence Costs* without the prior written consent of the *Insurer*. Only those settlements, judgments and *Defence Costs* consented to by the *Insurer*, and judgments resulting from *Claims* defended in accordance with this policy, shall be recoverable as *Loss* under this policy. The *Insurer's* consent shall not be unreasonably withheld, provided that the *Insurer* shall be entitled to exercise all of its rights under the policy.

### 5.6 Insured's Consent

The *Insurer* may make any settlement of any *Claim* it deems expedient with respect to any *Insured*, subject to such *Insured's* written consent. If any *Insured* withholds consent to such settlement, the *Insurer's* liability for all *Loss* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such *Claim*, plus *Defence Costs* incurred as of the date such settlement was proposed in writing by the *Insurer*, less coinsurance (if any) and the applicable *Retention*.

### 5.7 Cooperation

The *Insured* will at their own cost: (i) render all reasonable assistance to the *Insurer* and cooperate in the defence of any *Claim* and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any *Loss* under this policy; (iii) give such information and assistance to the

## Financial Lines – Specified Professions Professional Liability

*Insurer* as the *Insurer* may reasonably require to enable it to investigate any *Loss* or determine the *Insurer's* liability under this policy.

### 5.8 Allocation

In the event that any *Claim* involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each *Insured* and the *Insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

### 5.9 Fraudulent Claims and Representations

If the *Insured* provides any fraudulent *Misrepresentations* in the *Completed Application Form* or if any *Insured* shall give any notice or claim cover for any *Loss* under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such *Loss* shall be excluded from cover under the policy, and the *Insurer* shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for *Loss* under the policy shall be forfeited and all *Premium* deemed fully earned and non-refundable.

## 6. Purchase and Administration

---

### 6.1 Policy Purchase

In granting cover to the *Insured*, the *Insurer* has relied upon the material statements and particulars in the *Completed Application Form and/or Statement of Fact* together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. In the event of the *Insurer* being entitled to avoid this policy from inception or from the time of any variation in cover, the *Insurer* may at their discretion maintain this policy in full force but exclude the consequences of and any *Claim* relating to any matter which ought to have been disclosed before inception or before any variation in cover.

### 6.2 Administration

The *Policyholder* shall act on behalf each and every *Insured* with respect to: (1) negotiating the terms and conditions of and binding cover; (2) the exercise of all rights of *Insureds* under this policy; (3) all notices; (4) premiums; (5) endorsements to this policy; (6) the appointment of a member of the *Legal Panel* to defend a *Claim*; (7) dispute resolution; and (8) the receipt of all amounts payable to an *Insured* by the *Insurer* under this policy.

## 7. Limit and Retention

---

### 7.1 Limit of Liability

The total amount payable by the *Insurer* under this policy for any one *Claim* during the *Policy Period* shall not exceed the *Limit of Liability*. Sub-limits of liability and Extensions are part of that amount and are not payable in addition to the *Limit of Liability*. *Defence Costs* are payable in addition to the *Limit of Liability*. In the event that the amount paid by or on behalf of any *Insured* to dispose of a *Claim* exceeds this policy's *Limit of Liability* for any one *Claim*, then this policy shall only cover the same proportion of *Defence Costs* as this policy's *Limit of Liability* for any one *Claim* bears to the total amount paid to dispose of the *Claim* (exclusive of *Defence Costs*). The inclusion of more than one *Insured* under this policy does not operate to increase

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

the total amount payable by the *Insurer* under this policy.

The *Limit of Liability* is the total sum payable by the *Insurer*. Any sum paid by the *Insurer* under this policy shall erode the *Limit of Liability*. In no circumstances shall the liability of the *Insurer* exceed the *Limit of Liability*.

### 7.2 Retention

The *Insurer* shall only pay for the amount of any *Loss* which is in excess of the *Retention*. The *Retention* does not apply to *Defence Costs*. The *Retention* is to be borne by the *Insured* and shall remain uninsured. A single *Retention* shall apply to *Loss* arising from all *Claims* alleging the same *Wrongful Act*. The *Insurer* may, in its sole and absolute discretion, advance all or part of the *Retention*, and, in that event, such amounts shall be reimbursed to the *Insurer* by the *Insureds* forthwith.

### 7.3 Other Insurance/ Indemnification

Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the *Limit of Liability*. This policy shall not cover *Defence Costs* of any *Claim* where another insurance policy imposes upon another insurer a duty to defend such *Claim*.

If such other insurance is provided by the *Insurer* or any member company or affiliate of AIG Inc. (AIG), then the maximum amount payable by AIG under all such policies shall not exceed the *Limit of Liability* of that policy referred to above which has the highest applicable *Limit of Liability*. Nothing contained herein shall be construed to increase the *Limit of Liability* of this policy.

## 8. General Provisions

---

### 8.1 Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the *Insurer*.

### 8.2 Cancellation

by *Policyholder*

This policy may be cancelled by the *Policyholder* by giving notice in writing of cancellation to the *Insurer*, within 14 working days after the date when the *Policyholder* is informed that the contract of insurance has been concluded. In such circumstances, the *insurer* shall not impose any financial cost on the *Policyholder* other than the cost of the premium for the period of cover.

After such 14 working day period, this policy may be cancelled by the *Policyholder* at any time only by mailing written prior notice to *Insurer* or by surrender of this policy to the *Insurer* or its authorised agent. In such cases, if no *Claim* has been made and no circumstance has been notified prior to such cancellation the *Insurer* shall retain the customary short rate proportion (expired portion of *Premium* plus handling charges) of the *Premium*. Otherwise the *Premium* shall not be returnable and shall be deemed fully earned at cancellation.

by *Insurer*

This policy may be cancelled by the *Insurer* delivering to the *Policyholder* by registered, certified, other first class mail or other reasonable delivery method, at the address of the *Policyholder* set forth in the Schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of the *Premium*), the

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all *Insureds* at the date and hour specified in such notice. In such case, the *Insurer* shall be entitled to a pro-rata proportion of the *Premium*. Payment or tender of any unearned *Premium* by the *Insurer* shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

However, if the *Policyholder* has arranged this insurance policy through an authorised and regulated insurance intermediary/broker the *Policyholder* may also be liable to pay a fee to that intermediary/broker. The *Policyholder* intermediary's terms of business, will confirm such information for the *Policyholder*.

### 8.3 Impact of Misrepresentation

The impact of any *Misrepresentation* by the *Policyholder* to any of the answers provided on the *Completed Application Form* is as follows:

- (a) **Innocent Misrepresentation:**  
Where the *Policyholder* have answered all questions in the *Completed Application Form* honestly and with reasonable care but where the *Policyholder* made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) the *Insurer* will pay any covered *Claim* event subject to the terms and conditions of this policy.
- (b) **Negligent Misrepresentation:**  
If the *Policyholder* make a negligent misrepresentation or fail to take reasonable care in completing the *Completed Application Form* the cover under this policy may not fully operate and in the event of a *claim* the *Insurer* will exercise one of the following remedies:
  - (a) If knowing the full details the *Insurer* would not have entered into the insurance contract, the *Insurer* may avoid the contract, refuse all *Claims* and return any premiums paid by the *Policyholder*.
  - (b) If the *Insurer* would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract of insurance may be treated as if it had been entered into on those terms.
  - (c) If the *Insurer* would have entered into the contract of insurance but have charged a higher premium, the *Insurer* may reduce proportionately the amount to be paid on the *Claim*.
  - (d) Where there is no outstanding *Claim* under the contract of insurance, the *Insurer* may either:
    - (i) give notice to the *Policyholder* that in the event of a *Claim* the *Insurer* will exercise the remedies in paragraphs (a) to (c), or
    - (ii) terminate the contract by giving reasonable notice to the *Insured/Policyholder*.
- (c) **Fraudulent Misrepresentation:**  
If the *Insured/Policyholder* make a fraudulent misrepresentation or where any conduct by the *Insured/Policyholder* or *Insured* involves fraud of any kind the *Insurer* shall be entitled to avoid the contract of insurance and refuse any *Claims*.

### 8.4 Cooling-off Period

A 14 working days from the start date of this AIG insurance policy to cancel the cover without penalty. The *Policyholder* will however be charged a pro rata premium for the period of cover. The *Insurer* will require your cancellation request to be in writing (by email or letter) with the

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.



## Financial Lines – Specified Professions Professional Liability

policy number details included. The cancellation will only take effect upon our receipt of written cancellation request.

### 8.5 Complaints

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer

AIG Europe S.A.,

30 North Wall Quay,

IFSC,

Dublin 1,

D01 R8H7.

Phone: +353 1 208 1400

E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)

Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents us from doing so, in which case the complainant will be informed).

At any stage you may contact any of the following:

Insurance Ireland

Insurance Centre,

5 Harbourmaster Place,

IFSC,

Dublin 1,

D01 E7E8.

Phone: +353 1 676 1820

Fax: +353 1 676 1943

E-mail: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu)

Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman

3rd Floor,

Lincoln House,

Lincoln Place,

Dublin 2,

D02 VH29.

Phone: +353 1 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at [aigeurope.luxcomplaints@aig.com](mailto:aigeurope.luxcomplaints@aig.com) ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.



## Financial Lines – Specified Professions Professional Liability

de Luxembourg or by fax at +352 22 69 10, or by email at [reclamation@caa.lu](mailto:reclamation@caa.lu) or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

### 8.6 Contract Rights

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than the *Insured* unless permitted pursuant to section 21 of the Consumer Insurance Contracts Act 2019 (Ireland).

### 8.7 Dispute Resolution

All disputes or differences concerning the construction or interpretation of the provisions of this Policy, whether arising before or after termination of this Policy, shall be submitted to arbitration in Dublin before a member of the Bar Council of Ireland agreed by both parties, or to be appointed by the Chair of the Bar Council in default of agreement, according to its then prevailing arbitration rules. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by an arbitrator having knowledge of the legal and insurance issues relevant to matters in dispute. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked to, and shall not award attorneys' fees or other costs. The costs of the arbitrator and any arbitration fees will be borne equally by the *Insurer* and the relevant *Insured's*. Thereafter it shall be the arbitrator's decision to award the costs of any arbitration upon resolution of the dispute. It is agreed by all parties, in the event that separate disputes arise between the *Insurer* and several *Insured's* on related matters, these shall be resolved together or consecutively as the arbitrator shall consider appropriate.

### 8.8 Insolvency

Insolvency, receivership or bankruptcy of any *Insured* shall not relieve the *Insurer* of any of its obligations hereunder.

### 8.9 Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in italic typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

### 8.10 Sanctions

The *Insurer* shall not be deemed to provide cover and the *Insurer* shall not be liable to pay any *Claim* or provide any benefit hereunder to the extent that the provision of such cover, payment of such *Claim* or provision of such benefit would expose the *Insurer*, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, Republic of Ireland, United Kingdom or United States of America.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

## Financial Lines – Specified Professions Professional Liability

### 8.11 Scope, Jurisdiction and Governing Law

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any *Claim* made against any *Insured* anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of the Republic of Ireland and in accordance with the English text as it appears in this policy.

### 8.12 Subrogation

If any payment is to be made under this policy in respect of a *Claim*, the *Insurer* shall be subrogated to all rights of recovery of the *Insured* whether or not payment has in fact been made and whether or not the *Insured* has been fully compensated for its actual loss. The *Insurer* shall be entitled to pursue and enforce such rights in the name of the *Insured*, who shall provide the *Insurer* with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers.

The *Insured* shall do nothing to prejudice these rights. Any amount recovered in excess of the *Insurer's* total payment shall be restored to the *Insured* less the cost to the *Insurer* of such recovery. The *Insurer* agrees not to exercise any such rights of recovery against (i) any *Employee* unless the *Claim* is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the *Employee*, or (ii) in such other circumstances not permitted under section 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland). In its sole discretion, the *Insurer* may, in writing, waive any of its rights set forth in this Subrogation Clause.

### 8.13 Alteration of Risks

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded.

### 8.14 Regulatory Compliance

The *Insurer* complies with all applicable laws and regulations in the provision of this Policy.

### 8.15 Completed Application Form

The *Policyholder* must answer all questions on the *Completed Application Form* honestly and with reasonable care. Failure to do so may result in your policy being cancelled or the *Insurer* may refuse to deal with any *Claims* or reduce the amount of a *Claim* payment, as detailed under the Impact of Misrepresentation section.

In the event of any inconsistency in the *Policyholder's* responses to, or information supplied in the *Completed Application Form* and the *Statement of Fact* the most recent answers and information supplied in the *Completed Application Form* will prevail.

The *Policyholder* must either immediately or as soon as reasonably possible inform the *Insurer* if any of the answers or information given in the completed application form is inaccurate or has changed. Failure to do so may be regarded as a *Misrepresentation*.

## Financial Lines – Specified Professions Professional Liability

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, [caa@caa.lu](mailto:caa@caa.lu), <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie). Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

**AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.**

**AIG Europe S.A., is an insurance undertaking. We do not provide advice or any personal recommendation about this product. Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.**

### How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

**The types of Personal Information we may collect and why** – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
  
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your

**AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.**

## Financial Lines – Specified Professions Professional Liability

- country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

**International transfer** - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

**Your rights** – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com).