

Professional Indemnity Policy

| <u>CONTENTS</u> | <u>PAGE</u> |
|-----------------|-------------|
| INTRODUCTION | 2 |
| SCHEDULE | 3 |
| DEFINITIONS | 4 |
| INSURING CLAUSE | 5 |
| EXTENSIONS | 6 |
| EXCLUSIONS | 9 |
| CONDITIONS | 12 |

In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

The Appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

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|---------------------------------|------------------------------------|--------------|
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INTRODUCTION

Forming part of specimen Professional Indemnity Policy

THIS IS A "CLAIMS-MADE" POLICY PROVIDING COVER ONLY FOR CLAIMS WHICH ARISE FROM INCIDENTS OCCURRING SUBSEQUENT TO THE RETROACTIVE DATE STATED IN THE SCHEDULE AND WHICH ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY WHILE THE POLICY IS IN FORCE.

THE POLICY INCLUDES IMPORTANT EXCLUSIONS AND CONDITIONS. THE COMPANY ENCOURAGES THE INSURED TO READ IT CAREFULLY AND TO CONTACT THE BROKER OR THE COMPANY IF ANY CLARIFICATION IS NEEDED.

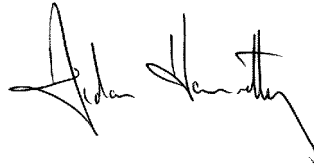
In consideration of the Insured having paid or agreed to pay the premium,

Allianz p.l.c., (hereinafter called the Company) will indemnify the Insured in the manner and to the extent described within this Policy subject to its terms, Definitions, Extensions, Exclusions, Conditions and any Endorsements.

The proposal and declaration in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract.

This Policy comprising the Introduction, Schedule, Definitions, Insuring Clause, Extensions, Exclusions, Conditions and any Endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached therein shall bear such specific meaning wherever it may appear.

Allianz p.l.c.



Aidan Hanratty
Risk Management Director

SCHEDULE

Forming part of specimen Professional Indemnity Policy

THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL PROFESSIONAL INDEMNITY POLICY.

DEFINITIONS

1. **Insured** means any person(s), company, firm or other legal entity named as Insured in the Schedule.
2. **Business** means the Insured's Business/profession as described in the Schedule.
3. **Period of Insurance** means the period specified in the Schedule.
4. **Employee** means
 - (a) any person under a contract of service or apprenticeship with the Insured
 - (b) any voluntary worker approved and/or authorised by the Insuredwhilst working for the Insured in the course of the Business.
5. **Bodily Injury** means bodily injury and includes death disease and illness
6. **Loss** means
 - (a) damages awarded against the Insured
 - (b) Law Costs.
7. **Law Cost** means
 - (a) all claimants' costs and expenses legally recoverable from the Insured
 - (b) all costs and expenses incurred by the Insured with the written consent of the Company.
8. **Wrongful Act** means any actual or alleged:
 - (a) breach of duty arising from any negligent act, error or omission,
 - (b) breach of warranty or trust or confidentiality,
 - (c) libel or slander committed in good faith,
 - (d) infringement of copyright, patent, trademark or design rights committed in good faith.
9. **Territorial Limits** means Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands.
10. **Pollution or Contamination** means
 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - (b) all loss of or damage to material property, Bodily Injury or nuisance directly or indirectly caused by such pollution or contamination.

INSURING CLAUSE

The Company will indemnify the Insured in respect Loss arising from legal liability for any claim or claims made against the Insured by reason of any Wrongful Act by the Insured in connection with the Business

Provided always that

1. this Policy will only provide indemnity in respect of claims
 - (a) first made against the Insured during the Period of Insurance **and**
 - (b) reported to the Company during the Period of Insurance in accordance with Condition 5 or within 30 days thereafter in the event of the cancellation of this Policy or its expiry not immediately followed by the issue of a further Policy by the Company **and**
 - (c) resulting from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date stated in the Schedule
2. the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule
3. all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Act occurred
4. all claims arising from a Wrongful Act or a series of Wrongful Acts, consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail
5. any claim arising as a consequence of any Wrongful Act, which has been notified to the Company in compliance with Condition 5, shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company
6. regardless of the number of succeeding policies of a like nature issued by the Company, the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance
7. the claim is brought against the Insured in a Court of Law in the Territorial Limits or any territory covered by the Enforcement of Judgements (European Communities) Act 1988 but excluding any legal action or litigation to enforce a judgement brought in a court of law from outside these territories whether by way of reciprocal agreement or otherwise
8. the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

EXTENSIONS

The Policy Extensions listed below shall not, alone or in the aggregate increase the total liability of the Company beyond the Limit of Indemnity specified in the Schedule.

1. Loss of Documents

Definition

Documents means any deed, document, agreement, map, plan, paper and computer records, will or written or printed documents, books, letters, certificates or printed forms of any nature (excluding any bearer bonds, coupons, or currency notes or other negotiable instruments) the property of the Insured or for which they are responsible.

Cover

The Company will indemnify the Insured in respect of costs and expenses incurred by the Insured, in connection with any matter which may give rise to a claim under this Policy, in replacing or restoring Documents, which are lost, destroyed or damaged during the Period of Insurance or during any extended reporting period as provided for, arising in the course of the Insured's Business within the Territorial Limits on or after the Retroactive Date stated in the Schedule.

Provided always that

the Insured shall

- (a) back up computer records and update such records no less frequently than once every seven days
- (b) take all reasonable precautions in storing computer media and retaining duplicate records away from the building where the original data is held
- (c) observe the manufacturer's and/or supplier's recommendations for the storage verification and security of computer media.

2. Fidelity Guarantee

The Company will indemnify the Insured, subject to the Sub-Limit of Indemnity specified in the Schedule, for the loss of or damage to any money or property of the Insured or for which they are responsible, resulting from any dishonest, fraudulent act or omission on the part of any director, Employee or agent of the Insured during the Period of Insurance or during any extended reporting period as provided for, arising in the course of the Insured's Business within the Territorial Limits on or after the Retroactive Date stated in the Schedule.

Provided always that

- (a) the Insured shall take all reasonable steps to recover the amount of any such loss and the liability of the Company shall be limited to the extent the loss exceeds the amount so recovered. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss

EXTENSIONS
Continued

- (b) any monies or assets held by the Insured, which, but for the dishonest or fraudulent act or omission would have been due from the Insured to such director, Employee or agent as the case may be, shall be deducted from any amount payable hereunder. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the total amount of the loss
- (c) any dishonest or fraudulent act or omission committed by any one person or persons acting in concert shall be regarded as one loss for the purposes of this Policy.
- (d) the Insured shall ensure that all books of account are audited professionally at least annually.
- (e) immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts or omissions by such person or persons.

3. Investigation Costs

The Company will pay legal and professional costs and expenses, subject to the Sub-Limit of Indemnity specified in the Schedule, reasonably and properly incurred with the **prior approval** of the Company arising in connection with the investigation and preparation of any report in connection with any matter which may give rise to a claim under this Policy.

4. Indemnity to Principal

Definition

Principal means any person, company, firm, public, local or statutory authority

- (a) carrying out work under contract or agreement for the Insured in connection with the Business
- (b) whose premises are occupied or used by the Insured in connection with the Business

Cover

The Company will at the request of the Insured, indemnify any Principal against legal liability, arising after such request, in respect of any Wrongful Act of the Insured notified to the Company during the Period of Insurance or during any extended reporting period as provided for, arising from an event or circumstance occurring in the course of the Insured's Business within the Territorial Limits on or after the Retroactive Date stated in the Schedule.

Provided always that

- (a) the Insured would have been entitled to indemnity under this Policy had the claim been made against the Insured.
- (b) the Principal is not entitled to indemnity under any other policy.
- (c) the Principal shall, as though the Principal were the Insured, observe, fulfil and be subject to the Conditions, Exclusions and other provisions of this Policy.
- (d) the Company shall not be liable to indemnify the Principal in respect of the Principal's negligence or default or the negligence or default of any person in the service of the Principal.

EXTENSIONS
Continued

5. Special Waiver

The Company agrees not to exercise the right to avoid this Policy where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception

Provided always that

- (a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive
- (b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

EXCLUSIONS

This Policy does not cover

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

2. indemnity to any person, otherwise indemnified under this Policy, who commits, participates in, condones, instigates or knowingly allows
 - (a) any dishonest, fraudulent, criminal or malicious act or omission
 - (b) any actual or attempted conduct or contact of a sexual nature including but not limited to, conduct or contact involving sexual gratification, discrimination, coercion, harassment or pressure of any kind.

3. indemnity to the Insured in respect of liability of the Insured arising out of any act, omission, conduct or contact described in sub paragraphs 2(a)-(b) above committed by any person after
 - (a) the Insured had actual knowledge that, or had reasonable grounds for believing that such person had been involved in any such act, omission, conduct or contact
 - (b) failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act, omission, conduct or contact.

The Company will not indemnify the Insured in respect of any liability

4. arising from breach of any obligation owed by the Insured as employer to any Employee.

5. arising from Bodily Injury to any person or loss of or damage to material property which does not arise out of any advice or instruction or failure to give advice or instruction.

6. arising from any medical advice or treatment (other than first aid medical treatment), trials involving drugs or testing of human samples.

7. assumed by the Insured under any contract, agreement, warranty or guarantee which would not otherwise have attached.

8. for the Excess specified in the Schedule

EXCLUSIONS
Continued

9. arising from advice, design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle, aircraft, aerial or aerospace device or satellite.
10. arising from Bodily Injury to any person or loss of or damage to material property caused by or in connection with or arising from the ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft, helicopter or watercraft.
11. arising from any award of punitive, aggravated or exemplary damages whether as fines penalties multiplication of compensatory awards or damages or in any other form whatsoever.
12. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided always that all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place

13. caused by or arising from any of the following regardless of any other occurrence contributing concurrently or in any other sequence
 - (a) war invasion acts-of-foreign-enemies hostilities or warlike-operations (whether war be declared or not) civil-war rebellion revolution insurrection or military or usurped power or civil commotion assuming the proportions of or amounting to an uprising
 - (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This Policy additionally excludes any liability directly or indirectly caused by or arising from or in connection with any action taken in controlling preventing or suppressing anything contained in (a) and/or (b) above

If the Company alleges that by reason of this Exclusion any liability is not indemnifiable under this Policy then the burden of proving the contrary shall be upon the Insured

In the event that any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

14. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse

EXCLUSIONS
Continued

15. directly or indirectly caused by arising from in consequence of or in any way involving asbestos

But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

CONDITIONS

1. Due Observance

The observance and fulfilment of the terms, Conditions and Endorsements of this Policy by the Insured and any person indemnified under this Policy, in so far as they relate to anything to be done or complied with by them shall be conditions precedent to any liability of the Company.

2. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

3. Reasonable Precautions

- a) The Insured shall at all times exercise reasonable care that only appropriate and competent Employees are employed and shall take all reasonable precautions to prevent Wrongful Acts and/or loss of and damage to material property. The Insured shall maintain accurate descriptive records of all professional services which records shall be available for inspection and use by the Company insofar as they relate to any claim hereunder. The Insured shall observe and comply with all statutory enactments or local authority by-laws, regulations, obligations and requirements.
- b) The Insured shall obtain satisfactory evidence that, independently of this Policy, all professionals other than the Insured, permitted to practice on or to utilise the Insured's premises and/or facilities, at all times, are members of their appropriate professional body and are indemnified under a contract of insurance, protection or indemnity in respect of any occurrence or circumstance in rendering or failure to render professional services, advice or treatment.
- c) Where appropriate the Insured shall be able to demonstrate adherence to the procedures set out in
 - i. the National Guidelines for the Protection and Welfare of Children (Children First) first published in 1999 or in any subsequent update(s).
 - ii. the Report of the Irish Catholic Bishops' Advisory Committee on Child Sexual Abuse by Priests and Religious first published in 1996 or in any subsequent update(s).

4. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy.

CONDITIONS
Continued

5. Claims Notification

The Insured shall give immediate written notice to the Company of

- (a) any claim made against the Insured
- (b) the receipt of notice from any person of an intention to hold the Insured responsible for any Wrongful Act
- (c) any circumstances which might reasonably be expected to result in a claim irrespective of the views of the Insured as to the validity or otherwise of such claim or prospective claim.

and

Every letter, claim, writ, summons, and process shall be forwarded to the Company upon receipt.

Written notice shall be given to the Company immediately the Insured shall have knowledge of any prosecution or inquest in connection with any event for which there may be indemnity under this Policy.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured or any person indemnified under this Policy, without the written consent of the Company.

The Company shall be entitled to take over and conduct in the name of the Insured or any person indemnified under this Policy, for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Insured shall authorise the Company to obtain records or other information and give such assistance as the Company may require.

The Company may at any time at its sole discretion pay to the Insured or any person indemnified under this Policy, the Limit of Indemnity under this Policy (less any costs and expenses already incurred) in respect of any claim or any lesser sums for which the claim or claims can be settled and the Company shall not be under any further liability in respect of that claim.

6. Senior Counsel Clause

The Insured shall give all such assistance as the Company may require, but shall not be required to contest any legal proceedings unless a Senior Counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success.

CONDITIONS
Continued

7. Premium Adjustment

If the premium for this Policy has been calculated on the basis of an estimate supplied by the Insured of wages, salaries, other earnings, turnover and/or research income or fees, the Insured shall keep an accurate record containing all particulars relative thereto and shall allow the Company to inspect or have inspected on its behalf such record. The Insured shall within 90 days from the expiry of the Period of Insurance furnish the Company with such particulars, which shall be verified by the Insured's auditors if so requested by the Company. The premium shall thereupon be adjusted and any difference paid by or allowed to the Insured.

If the premium for this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings or of turnover

8. Non-Disclosure

This Policy will be voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact.

9. Arbitration

All differences arising out of this Policy shall be referred to an Arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

10. Cancellation

This Policy may be cancelled at any time by the Company, giving seven days notice by Registered Post to the Insured at the Insured's last known address. In such event the Insured shall become entitled to a return of premium of the unexpired portion of the Period of Insurance subject to the Company's right to retain any amount specified in the Policy and Schedule as a minimum premium.

11. Insurance Act 1936

In accordance with Section 93 of the Insurance Act, 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.