

## PROFESSIONAL INDEMNITY INSURANCE: ARCHITECTS AND ENGINEERS

### 1. GENERAL INTERPRETATION

In this **Policy**, unless the context otherwise requires:

1. the singular form shall include the plural;
2. the male gender shall include the female, and vice-versa, and the neuter form shall include both genders;
3. any reference to money is to that amount in euro;
4. headings are descriptive and are not intended to be an aid to interpretation; and
5. words and phrases defined in Section 2 (DEFINITIONS) are printed in bold and shall bear the same meaning wherever used.

## 2. DEFINITIONS

**Act of Terrorism** shall mean an 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. This definition shall include acts performed with the intention to influence any government and / or to put the public or any section of the public in fear.

**Bodily Injury** shall mean physical or mental injury, sickness or disease to, or death of, a person.

**Broker** shall mean the broker stated in the **Schedule**.

**Claim** shall mean a demand for, or an assertion of a right to, money, services, relief or redress in respect of any liability arising from the provision of the **Professional Services** insured by this **Policy** made against and notified to any **Insured**. The date of the first notification to any **Insured** shall represent the date that the **Claim** is first made against the **Insured**.

**Condition Precedent** shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean that no payment or indemnity will be provided under this **Policy**.

**Conflict of Interest** shall mean a situation where any **Insured** provides the **Professional Services** to a person or entity while being subject to a contrary interest, being:

- (a) an interest of another person or entity; or
- (b) a personal advantage interest,

without having first disclosed the conflict in writing and obtained the prior written consent of all interested parties for the **Insured** to provide the **Professional Services** in those circumstances.

**Currency** shall mean money, cheques, travellers' cheques, registered cheques, postal or money orders, bullion, negotiable or non-negotiable instruments, cryptocurrency, stamps and bearer or coupon bonds.

**Cyber Act** shall mean any:

- (a) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**; or
- (b) hacking, cyber attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

**Cyber Incident** shall mean any:

- (a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- (b) errors in creating, amending, entering, deleting or using **Data**;
- (c) partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**;
- (d) damage to or loss, destruction, erasure, corruption or alteration of **Data** on any **Computer System**;
- (e) inability, delay or failure to receive, send, access, permit access or use **Data**; or
- (f) unauthorised access to or disclosure of any personal or corporate information.

**Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the **Insured** or any other party.

**Data** shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Defence Costs** shall mean legal costs and disbursements and related expenses reasonably and necessarily incurred by:

- (a) the **Insured** with the prior written consent of the **Underwriters** after reporting the **Claim** to the **Underwriters**; or
- (b) the **Underwriters** after they have assumed conduct of any such proceedings,

provided that **Defence Costs** shall not mean or include any business, internal or overhead expenses (including any wages, salaries, commission, bonuses or other remuneration) of the **Insured** or the cost of the **Insured's** time.

**Dishonesty** shall mean any actual or alleged dishonest or fraudulent act, dishonest or fraudulent error or dishonest or fraudulent omission.

**Document(s)** shall mean deeds, wills, agreements, maps, plans, records, books, letters, certificates, forms and other documents of any nature whatsoever, whether written, printed or capable of being reproduced by any other method and / or magnetic tape or other like means of recording information for use with any computer record system, but shall not mean or include **Currency**.

**Employee** shall mean a person under a contract of service, apprenticeship or traineeship with the **Policyholder**, but shall not mean or include any agent, consultant, sub-contractor, independent professional adviser, partner, principal or director of the **Policyholder**.

**Excess** shall mean the sum specified as such in the **Schedule** that the **Insured** shall pay in respect of any one **Claim** before the **Underwriters** shall be liable to make any payment in respect of such **Claim**. **Defence Costs** and other costs and expenses shall not be subject to the **Excess**.

**Extranet** shall mean a restricted access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

**Insured** shall mean the **Policyholder** and the following classes of person:

- (a) any person who, during the **Period of Insurance**, is an **Employee**, partner, principal or director of the **Policyholder**, but only in respect of work performed for the **Policyholder**; and
- (b) any former **Employee**, partner, principal or director of the **Policyholder**, but only in respect of work performed as an **Employee**, partner, principal or director of the **Policyholder**.

**Insured** shall not mean or include any agents, consultants, sub-contractors or independent professional advisers.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

**Intellectual Property** shall mean copyright, design right, registered design, trademark or patent.

**Internet** shall mean the worldwide group of interconnected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

**Intranet** shall mean one or more interconnected networks with restricted access to the **Insured** via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

**Joint Venture** shall mean a co-operative enterprise between the **Insured** and any third party (or parties) pursuing an agreed commercial goal or set of goals.

**Limit of Liability** shall mean the monetary limit stated in the **Schedule**, which shall not be increased by any circumstance (such as the time at which **Claims** may be made and / or notified). The **Limit of Liability** shall apply in addition to the **Excess** and shall not be reduced solely by reason of the **Excess**.

**Loss** shall mean:

- (a) compensatory damages payable by the **Insured** pursuant to an award or judgment entered against the **Insured** in connection with the provision of the **Professional Services**; or

- (b) sums payable by the **Insured** as damages as a result of a settlement of any **Claim**, provided that such settlement has been negotiated by the **Underwriters** or entered into with the prior written consent of the **Underwriters**.

**Loss of Documents** shall mean the destruction (other than in accordance with a document retention policy), damage, loss or misplacing of any **Documents**, which:

- (a) after a diligent search, cannot be found; and
- (b) were the property of, or entrusted to, the **Insured** or to other persons to whom the **Insured** entrusted, lodged or deposited such **Documents** as a result of providing the **Professional Services**.

**Period of Insurance** shall mean the period from the inception to the expiration of this **Policy** as set forth in the **Schedule** or its earlier termination date, if any.

**Policy** shall mean collectively:

- (a) this document, including its terms, conditions, limitations, exclusions and all other provisions;
- (b) the **Schedule**;
- (c) any endorsement(s);
- (d) any proposal form(s); and
- (e) all other information provided by or on behalf of the **Policyholder** in connection with this insurance.

**Policyholder** shall mean the person or entity identified as such in the **Schedule**.

**Policy Territory** shall mean the territory specified as such in the **Schedule** but shall not, in any event, mean or include the **United States of America**.

**Professional Services** shall mean those services detailed in the **Schedule**, including such services as are provided in the normal course of carrying on the business of the **Insured** in private practice and any other services performed or advice given by the **Insured** in relation to activities declared in any proposal form(s) or in any other information provided by or on behalf of the **Policyholder** to the **Underwriters** (where such services or advice are specifically noted in writing by the **Underwriters** as covered).

**Property Damage** shall mean physical damage to, loss of, or destruction of, material property, including the resultant loss of use of that damaged, lost or destroyed property and any consequential losses resulting therefrom.

**Related Interest** shall mean any interest exceeding ten percent (10%) beneficially held (whether directly or indirectly through any firm, company, trustee or other entity) by or on behalf of the **Insured** or any **Relative** of the **Insured**.

**Relative** shall mean any spouse, cohabiting partner, parent or child of the **Insured** or any parent or child of a spouse or cohabiting partner of the **Insured**.

**Retroactive Date** shall mean the date specified as such in the **Schedule**.

**Schedule** shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

**Underwriters** shall mean certain underwriters, as stated in the **Schedule**.

**United States of America** shall mean:

- (a) the United States of America;
- (b) any state, territory or protectorate incorporated in or administered by the United States of America; and
- (c) any country or territory subject to the laws of the United States of America.

### 3. COVER

The **Underwriters** shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**, indemnify the **Insured** as follows, provided that:

- (a) the **Claim** to which the indemnity relates is first made against the **Insured** during the **Period of Insurance** and is notified to the **Underwriters** during or within fourteen (14) days of expiry of the **Period of Insurance**;
- (b) the events giving rise to the **Claim** occurred within the **Policy Territory**; and
- (c) any settlement, or the enforcement of any judgment or order, is obtained within the **Policy Territory** or determined pursuant to the laws of those countries or their territories or protectorates within the **Policy Territory**.

#### 1. CIVIL LIABILITY

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of a breach of professional duty in the provision of the **Professional Services**.

#### 2. INTELLECTUAL PROPERTY

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of the infringement of **Intellectual Property** rights, provided the act, error or omission of the **Insured** giving rise to the liability is unintentional and is committed in the provision of the **Professional Services**.

#### 3. LIBEL, SLANDER AND INJURIOUS FALSEHOOD

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of any libel, slander, slander of title, slander of goods or injurious falsehood, provided such libel, slander, slander of title, slander of goods or injurious falsehood by the **Insured** is unintentional and is committed in the provision of the **Professional Services**.

#### 4. FRAUD / DISHONESTY

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of **Dishonesty** on the part of any **Employee** in the provision of the **Professional Services** up to the date of discovery by the **Insured** of reasonable cause of suspicion of **Dishonesty**.

#### 5. DEFENCE COSTS

In addition to the **Limit of Liability** the **Underwriters** shall indemnify the **Insured** against **Defence Costs** incurred with the **Underwriters'** prior written consent in the defence or negotiation of a **Claim** indemnified by this **Policy**, provided that if a payment greater than the **Limit of Liability** available from the **Underwriters** has to be made to dispose of any **Claim**, or if the **Insured** becomes under an obligation to pay a sum greater than the **Limit of Liability** as a result of a judgment, award, settlement or otherwise, the **Underwriters'** liability for **Defence Costs** associated with such **Claim** shall be that proportion of the **Defence Costs** as the **Limit of Liability** available from the **Underwriters** for such **Claim** bears to the amount required to be paid to dispose of the **Claim**.

#### 6. COMPENSATION FOR COURT OR ARBITRATION ATTENDANCE

The **Underwriters** shall pay to the **Insured** the sums set out below in the event that the **Insured(s)** detailed below are required to attend court, arbitration or adjudication as witness(es) in connection with a **Claim** covered under this **Policy**:

- (a) for any partner, director, principal or third party - EUR 300 per day; and
- (b) for any **Employee** - EUR 150 per day.

Indemnity under this Insuring Clause 6 (COMPENSATION FOR COURT OR ARBITRATION ATTENDANCE) shall be subject to a sub-limit of EUR 10,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability**.

## 7. LOSS OF DOCUMENTS

The **Underwriters** shall indemnify the **Insured** for **Loss of Documents** where the discovery of such **Loss of Documents** occurred during the **Period of Insurance** and was notified to the **Underwriters** during the **Period of Insurance**, and provided:

- (a) the liability of the **Underwriters** shall be limited to the cost of replacing, restoring and / or reconstituting the **Documents** and any claim shall be supported by bills and / or accounts which shall be subject to prior written approval by some competent person to be nominated by the **Underwriters** with the approval of the **Insured**;
- (b) the **Underwriters** shall not be liable to make any payment for **Loss of Documents** brought about by wear, tear, vermin, mould or mildew or any other gradually occurring cause; and
- (c) the **Underwriters** shall be subrogated to all rights of the **Insured** for the purpose of recovering any sums paid.

Indemnity under this Insuring Clause 7 (LOSS OF DOCUMENTS) shall be subject to a sub-limit of EUR 250,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability**. A sub-excess of EUR 2,500 shall apply to any one claim.

## 8. PROCEEDINGS FOR BREACH OF STATUTORY DUTIES

The **Underwriters** shall indemnify the **Insured** for reasonable costs and expenses incurred with the **Underwriters'** prior written consent in the defence of proceedings first brought against the **Insured** during the **Period of Insurance** under any Health and Safety legislation or the Building Control Regulations arising from the provision of the **Professional Services**.

No indemnity shall be provided under this Insuring Clause 8 (PROCEEDINGS FOR BREACH OF STATUTORY DUTIES) unless, in the opinion of the **Underwriters**, the defence of such proceedings could protect the **Insured** against any **Claim** or potential **Claim** in respect of the breach of professional duty in the provision of the **Professional Services**.

Indemnity under this Insuring Clause 8 (PROCEEDINGS FOR BREACH OF STATUTORY DUTIES) shall be subject to a sub-limit of EUR 100,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability**.

## 9. COLLATERAL WARRANTIES / DUTY OF CARE AGREEMENTS

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of the performance by the **Insured** of obligations agreed to be performed by them under a collateral warranty, duty of care agreement or similar agreement provided:

- (a) the benefit of such collateral warranty or agreement is no greater or longer lasting than that in the original contract to which it relates; and
- (b) the **Underwriters** shall not be liable to indemnify any **Insured** or to make any payment under this **Policy** in respect of any **Claim**, **Loss**, liability or **Defence Costs** or other costs or expenses directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
  - (i) any guarantee or warranty of fitness for purpose, satisfaction of performance specification or period of project works; or
  - (ii) any financial penalty or liquidated damages.

The above exclusions will not apply where the liability of the **Insured** would have arisen in the absence of such collateral warranty or agreement in any event.

The indemnity provided under this Insuring Clause 9 (COLLATERAL WARRANTIES / DUTY OF CARE AGREEMENTS) will be extended to apply where the collateral warranty or agreement has been assigned to a tenant, purchaser, funder or other third party.

#### 10. JOINT VENTURES

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of any negligent act, negligent error or negligent omission by the **Insured** in the provision of the **Professional Services** as a partner in a **Joint Venture**, provided:

- (a) all fees and other income derived from the provision of the **Professional Services** as a **Joint Venture** partner have been declared by the **Insured** to the **Underwriters** and such information has been accepted by **Underwriters**;
- (b) in the event responsibility for the negligent act, negligent error or negligent omission cannot be determined or allocated as between the parties to the **Joint Venture**, the liability of the **Underwriters** shall be limited to such proportion of the liability of the **Insured** as is equal to the percentage share of the **Insured** in the **Joint Venture** (such proportion not to be increased by reason of the insolvency, bankruptcy, administration or receivership of others interested in the **Joint Venture**); and
- (c) the **Underwriters** shall not be liable to indemnify the **Insured** or to make any payment under this **Policy** in respect of any **Claim**, **Loss**, liability, **Defence Costs** or other costs or expenses directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:
  - (i) any acts, errors or omissions of any other person or entity interested in a **Joint Venture**; or
  - (ii) any **Claim** made against the **Insured** by any partner in the **Joint Venture**, where such **Claim** relates to the **Joint Venture** or the subject matter thereof.

#### 11. CONSULTANT, SUB-CONTRACTOR OR AGENT

The **Underwriters** shall indemnify the **Insured** against civil liability for **Loss** and plaintiffs' costs in respect of the negligent act, negligent error or negligent omission of a consultant, sub-contractor or agent acting on behalf of the **Insured** in the provision of the **Professional Services**, provided:

- (a) the **Underwriters** shall only be liable to indemnify the **Insured** in respect of **Loss** and plaintiffs' costs for which the **Insured** is legally liable;
- (b) the **Underwriters** shall not be liable to indemnify the **Insured** if there has been any waiver or other impairment of any right of the **Insured** to recourse against the consultant, sub-contractor or agent; and
- (c) the **Underwriters** shall not be liable to indemnify the **Insured** unless the **Policyholder** has taken reasonable steps to ensure that the consultant, sub-contractor or agent has and maintains adequate professional indemnity insurance with a reputable insurer.

#### 12. PREVIOUS BUSINESS NAME

The term **Insured** is extended to include any entity which previously traded as the **Policyholder** under a different business name, provided the identity, activities, turnover and claims' records of such entity have been declared to the **Underwriters** in writing and cover has been agreed by the **Underwriters** in writing.

#### 13. NEWLY ACQUIRED BUSINESS

The **Underwriters** shall provide indemnity under this **Policy** to any subsidiary created by the **Policyholder** or any business acquired by the **Policyholder** during the **Period of Insurance**, but only for a period of up to thirty (30) days from the date of such creation or acquisition, and provided:

- (a) the business activities of the newly created subsidiary or newly acquired business is the same as the **Professional Services**;
- (b) the **Underwriters** shall not be liable to provide any indemnity under this Insuring Clause 13 (NEWLY ACQUIRED BUSINESS) in respect of any events, acts, errors, omissions, circumstances or occurrences occurring after the **Period of Insurance**; and

- (c) unless otherwise specifically agreed in writing by the **Underwriters**, such cover as is provided under this Insuring Clause 13 (NEWLY ACQUIRED BUSINESS) shall only apply to **Claims** in respect of acts, errors or omissions occurring after the date of creation of the subsidiary or acquisition of the business.



#### 4. LIMIT OF LIABILITY

1. The liability of the **Underwriters** shall not, in any event, exceed the **Limit of Liability** (or, if applicable, the sub-limit of liability) in respect of any one **Claim**. The **Limit of Liability** (or, if applicable, the sub-limit of liability) shall apply in addition to the **Excess** and shall not be reduced solely by reason of the **Excess**.
2. For the purpose of applying the **Limit of Liability**, sub-limits of liability and the **Excess**, all **Claims** against one or more **Insured** arising out of, consequent on or directly or indirectly attributable to:
  - (a) one act or omission;
  - (b) one series of related acts or omissions;
  - (c) the same act or omission in a series of related matters or transactions;
  - (d) similar acts or omissions in a series of related matters or transactions;
  - (e) one matter or transaction;
  - (f) one originating cause or source; or
  - (g) the dishonesty or fraud of any person (or persons acting in collusion),shall be deemed to be and treated as one **Claim**.
3. **Defence Costs** shall be payable by the **Underwriters** in addition to the **Limit of Liability**.
4. The **Limit of Liability** and sub-limits of liability shall not be increased by reason of any of the following:
  - (a) the number of **Insureds** against whom the **Claim(s)** is or are made; or
  - (b) the number of persons or entities who have made the **Claim(s)** against any **Insured**.
5. For the avoidance of doubt, where sub-limits of liability are provided for in this **Policy**, these shall be in the aggregate for the **Period of Insurance** and shall form part of, but not be in addition to, the **Limit of Liability**.

## 5. GENERAL EXCLUSIONS

The **Underwriters** shall not be liable to indemnify any **Insured** or to make any payment under this **Policy** in respect of any **Claim**, **Loss**, liability, **Defence Costs** or other costs or expenses directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following, regardless of any other cause or event contributing concurrently or in any other sequence:

### 1. **ARBITRATION**

any decision or award of any arbitrator or arbitral tribunal where the seat of the arbitration is or was in any jurisdiction outside the Republic of Ireland.

### 2. **ASBESTOS**

any presence of or any form of release of asbestos in any form or any material containing asbestos.

### 3. **BODILY INJURY**

any **Bodily Injury** to any person, except where such results directly from a breach of professional duty in the provision of the **Professional Services**.

### 4. **CHARGES OF ANY INSURED**

any **Claim** or demand that any **Insured** refund, account for or pay damages calculated by reference to any fee, costs, charge, brokerage, commission, overrider or disbursement charged or incurred by any **Insured**.

### 5. **CONFLICT OF INTEREST**

any **Conflict of Interest** of any **Insured**.

### 6. **COSTS ESTIMATES**

any estimate for design and / or construction costs prepared by or on behalf of any **Insured**, except where the estimate is provided by:

- (a) a quantity surveyor (who is a Fellow or Professional Associate of the Royal Institution of Chartered Surveyors) directly appointed by and acting for or on behalf of the **Policyholder**.
- (b) a partner, principal, director or **Employee** of the **Policyholder** who can demonstrate to the **Underwriter's** reasonable satisfaction to have not less than three (3) current and consecutive years' professional experience of providing estimates in relation to similar projects.

### 7. **CYBER LIABILITY**

any:

- (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- (b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

### 8. **DATA PROTECTION**

any actual or alleged breach of any data protection laws or regulations.

### 9. **DIRECTORS' AND OFFICERS' LIABILITY / TRUSTEE LIABILITY**

any **Insured** acting as a director, secretary or officer of a corporate body or as a trustee.

10. **EMPLOYMENT LIABILITIES**

any:

- (a) liability of any **Insured** to any person arising out of or in the course of that person's employment, or proposed employment, with any **Insured**.
- (b) breach by any **Insured** of any obligation owed as an employer to any current, former or prospective **Employee**.
- (c) wrongful or unfair dismissal, denial of natural justice, misleading representation or advertising, sexual harassment or discrimination (of any form) related to employment by any **Insured**.

11. **FINES, PENALTIES AND PUNITIVE DAMAGES**

any:

- (a) fines or penalties of any kind.
- (b) punitive, exemplary, aggravated, treble, liquidated, penal, restitutional, non-compensatory, vindictive or multiple damages or any other damages resulting from the multiplication of damages.
- (c) aggravated, exemplary or punitive damages in respect of any breach of copyright, design, patents or any other intellectual property rights .

12. **FRAUD / DISHONESTY**

any **Dishonesty** committed, condoned or contributed to by any partner, director or principal of any **Insured**. No person(s) committing, condoning or contributing to any **Dishonesty** shall be entitled to indemnity under this **Policy**. In the event of a **Claim** in respect of **Dishonesty**, the amount of indemnity under this **Policy** shall be reduced by an amount equal to the sum of any:

- (a) monies owed by the **Insured** to any person committing, condoning or contributing to the **Dishonesty**.
- (b) monies held by the **Insured** and belonging to such a person.
- (c) monies recovered in accordance with General Condition 9 (SUBROGATION) of this **Policy**.

13. **GOVERNMENT ACTION**

any consequences of the order or action of any government, public or local authority including, but not limited to, confiscation or nationalisation of property or assets.

14. **INTENTIONAL ACTS AND FAILURE TO TAKE REASONABLE PRECAUTIONS**

any:

- (a) intentional, wilful or reckless act, omission or practice of any **Insured** (including intentional, wilful or reckless disregard of any statutory provisions, regulations or regulatory guidance).
- (b) failure by any **Insured** to take all reasonable steps and precautions to prevent any circumstance which may give rise to a **Claim**.

15. **INVESTMENT ADVICE AND FINANCIAL SERVICES**

any:

- (a) provision of investment advice.
- (b) agreement or proposed agreement to provide, facilitate or introduce finance.
- (c) provision of any insurance advice or failure on the part of any **Insured** to obtain or maintain insurance cover.

- (d) provision of financial services or other activities regulated by the Central Bank of Ireland or successor entity (or equivalent body in other jurisdictions).
- (e) fluctuation in a market or any circumstance relating to the depreciation or loss of return on any investment.
- (f) breach of anti-trust, competition or restraint of trade laws.
- (g) market abuse or any unfair, misleading or deceptive business practices.
- (h) representation, warranty or guarantee as to the performance of any asset of any kind, unless solely and directly related to the provision of the **Professional Services**.

16. **LAND / BUILDINGS**

any ownership, possession or use by or on behalf of any **Insured** of any land, buildings or other premises or land or that part of any building leased, occupied or rented by any **Insured** or any property of any **Insured**.

17. **MOTOR VEHICLES / TRAILER / HOVERCRAFT / AIRCRAFT / WATERCRAFT**

any ownership, possession or use by or on behalf of any **Insured** of any motor vehicle, trailer, hovercraft, aircraft or watercraft.

18. **NUCLEAR RISKS**

any:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or nuclear material from the combustion of nuclear fuel.
- (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

19. **PENSION LIABILITIES**

any pension plan, programme or scheme providing benefits to any past or present **Insured** and / or to any past or present **Employee**.

20. **POLLUTION**

any liability, directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of pollutants.

21. **PRIOR CLAIMS / CIRCUMSTANCES**

any:

- (a) **Claim** first made against any **Insured** prior to the commencement of the **Period of Insurance**.
- (b) acts, errors, omissions, circumstances or facts which any **Insured** knew, or ought to have known, may give rise to a **Claim** prior to the commencement of the **Period of Insurance**.
- (c) litigation or civil, criminal, administrative or regulatory proceedings, investigation or arbitration pending as at the commencement of the **Period of Insurance** or prior to the **Period of Insurance**.
- (d) new litigation derived from the same or essentially the same facts alleged in any pending or prior litigation.

22. **PROPERTY DAMAGE**

any **Property Damage** of whatever kind, except where such results directly from a breach of professional duty in the provision of the **Professional Services**.

23. **PYRITE / CONTAMINATED INFILL**

any presence or alleged presence of any products or material containing or alleged to contain any form of pyrite, iron sulphite or their derivatives or any contaminated infill material.

24. **RELATED / ASSOCIATED ENTITIES**

any **Claim** or matter brought or maintained by or on behalf of any:

- (a) other **Insured** under this **Policy**.
- (b) subsidiary or parent company of any **Insured**, any entity in which any **Insured** exercises a controlling interest or any entity which exercises a controlling interest over any **Insured**.
- (c) person who, at the time of the relevant act, error or omission, was a **Relative** of any **Insured**.
- (d) person who has a **Related Interest** in the subject matter of any **Claim**.

25. **RETROACTIVE DATE**

any events, acts, errors, omissions, circumstances or occurrences occurring, or alleged to have occurred, prior to the **Retroactive Date**.

26. **SUPPLY / TRANSPORTATION OF PRODUCTS**

any manufacture, construction, installation, maintenance, alteration, repair, treatment, sale, supply, transportation or distribution of products by or on behalf of any **Insured**, except where any **Claim** is a direct result of the **Insured's** negligent design and / or specification.

27. **SURVEYS / VALUATIONS**

any surveys or valuations performed or carried out by or on behalf of any **Insured**, unless the **Insured** has complied with the following conditions:

- (a) the survey or valuation report is made in writing and prepared by:
  - (i) a partner, principal, director or **Employee** of the **Policyholder** who is a registered member of the Royal Institute of the Architects of Ireland, the Association of Consulting Engineers of Ireland, the Society of Chartered Surveyors Ireland or a Chartered Engineer registered with Engineers Ireland who can demonstrate to the **Underwriters'** reasonable satisfaction to have not less than one (1) current and consecutive year's professional experience of undertaking structural surveys and / or valuation work, such experience being related to the subject matter of the report; or
  - (ii) any member of the **Policyholder's** staff who can demonstrate to the **Underwriters'** reasonable satisfaction to have not less than five (5) current and consecutive years' professional experience of undertaking surveys and / or valuation work, such experience being related to the subject matter of the report,
- (b) except where a report is provided to a Building Society, Insurance Company, Bank or other such institutional lender upon a standard report form provided to the **Insured** for that purpose, the **Insured** has incorporated the following reservation:

*"We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are, therefore, unable to report that any such part of the property is free from defect";*
- (c) where the **Insured** considers that High Alumina Cement may be present in a building, the following paragraph is also to be added:

*"Furthermore, we must stress that we have not carried out any investigations to determine whether High Alumina Cement was used during the construction of the building inspected and we are, therefore, unable to report that the building is free from risk in this respect. In view of the possible potential danger connected with High Alumina Cement, we strongly recommend*

*that the appropriate investigations, inspections and tests be carried out immediately by a suitably qualified engineer"; and*

- (d) any report and / or test made subsequent to the date of this **Policy** in connection with High Alumina Cement is carried out only by a suitably qualified engineer and presented in writing.

28. **TRADING DEBTS / BANKRUPTCY**

any:

- (a) trading or personal debt, loss or other liability of any **Insured** or of any business managed by or carried on by or on behalf of any **Insured** including, but not limited to, any tax liability due or payable by any **Insured** or any fees, costs or expenses connected therewith or any guarantee given by any **Insured** for any debt.
- (b) insolvency, bankruptcy, administration or receivership of any **Insured**.
- (c) **Claim** or demand by a liquidator, administrator or trustee in bankruptcy to account for any preferential payment or to make any payment in respect of a void or voidable transaction.

29. **UNITED STATES OF AMERICA**

any:

- (a) **Claim** instituted or pursued in the **United States of America**.
- (b) **Claim** in which it is contended that the laws of the **United States of America** should or do apply or which involves any enforcement or attempted enforcement of a judgment obtained by a court or tribunal in those territories.
- (c) loss or damage sustained or alleged to have been sustained in the **United States of America**.

30. **WAR / TERRORISM**

any:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power.
- (b) strike, riot, civil commotion or labour disturbance.
- (c) **Act of Terrorism**.
- (d) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.

31. **WARRANTIES / GUARANTEES**

any liability assumed by any **Insured** by way of performance warranty (including, but not limited to, fitness for purpose warranties) or guarantee, except where:

- (a) the liability would have attached to the **Insured** in the absence of such warranty or guarantee.
- (b) the liability is indemnified under Insuring Clause 9 (COLLATERAL WARRANTIES / DUTY OF CARE AGREEMENTS).

32. **SANCTIONS**

The **Underwriters** shall not be liable to indemnify any **Insured** against any claim or provide any cover or benefit under this **Policy** to the extent that the payment of such claim or provision of such cover or benefit would expose the **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America.

## 6. GENERAL CONDITIONS

### 1. BASIS OF THE CONTRACT

This **Policy** is based on any proposal form(s) and all other information provided to the **Underwriters** in connection with the insurance. Any such proposal form(s) and all other information so provided are incorporated into and shall form the basis of this **Policy**. The **Policyholder** warrants the truth of the proposal form(s) and information on a continuing basis, subject only to any changes promptly notified to the **Underwriters**. It is agreed that all such information supplied by the **Policyholder** shall be deemed to have been supplied by each and every **Insured**.

### 2. NOTICE OF CLAIMS

The **Insured** shall, as soon as possible:

- (a) on receipt by it or its servants or agents, forward to the **Broker** (for onward transmission to the **Underwriters**) any **Claim** or notice of proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**.
- (b) give notice in writing to the **Broker** (for onward transmission to the **Underwriters**) of any circumstances which may give rise to a **Claim**, including all information and documents available to the **Insured**.
- (c) give notice in writing to the **Broker** (for onward transmission to the **Underwriters**) immediately on the receipt by the **Insured** of any notice of proceedings or threat to commence proceedings brought under any Building Control Regulations or legislation or under any Health and Safety legislation.

### 3. EXTENSION BY NOTICE

If, during the **Period of Insurance**, the **Insured** shall give written notice duly in accordance with General Condition 2(b), of any circumstance which the **Underwriters** accept may give rise to a **Claim**, any **Claim** subsequently made against the **Insured** arising out of that circumstance shall be deemed to have been first made against the **Insured** during the **Period of Insurance**, regardless of when such **Claim** is actually made.

### 4. CLAIMS CO-OPERATION

The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** and shall provide such assistance, documents and access to premises as the **Underwriters** shall request. The **Insured** shall give all such assistance to deal with **Claims** and the conduct of legal proceedings as the **Underwriters** and / or their legal advisers and consultants may require. The **Insured** shall immediately on receipt by it or its servants or agents forward to the **Underwriters** any correspondence or information regarding any **Claim** or legal proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**. The **Insured** agrees to waive any claim to legal professional privilege to the extent that the privilege would otherwise prevent any legal adviser or consultant of the **Underwriters** from disclosing information to the **Underwriters**.

### 5. NO ADMISSION OF LIABILITY

No admission, offer, promise, arrangement, payment or indemnity shall be made or given by or on behalf of the **Insured** in connection with any **Claim** without the prior written consent of the **Underwriters**. The **Underwriters** shall not be liable for any settlement, **Defence Costs**, admission, offer, promise, arrangement, payment or indemnity to which it has not consented.

### 6. CONDUCT OF DEFENCE

The **Underwriters** shall be entitled, but not obliged, to take over at any time and conduct in the name of the **Insured** the investigation, representation, defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any proceedings. In any such matter, the **Underwriters** shall have full discretion in the conduct of any proceedings unless a King's Counsel (or by mutual agreement between the **Insured** and the **Underwriters** a similar authority) shall advise that such proceedings could be contested with the probability of success.

## 7. CONSENT TO SETTLEMENT

The **Underwriters** shall not settle any **Claim** against any **Insured** without the prior consent of the **Policyholder**. If the **Policyholder** does not accept any recommendation for settlement of the **Underwriters**, the following provisions shall apply:

- (a) the liability of the **Underwriters** shall be limited to the amount of the liability which they would have incurred if the **Policyholder** had accepted the settlement recommended; and
- (b) the **Underwriters** shall have no liability for any **Defence Costs** incurred after the time the recommendation was made.

## 8. DISCHARGE BY PAYMENT

Notwithstanding Insuring Clause 5 (DEFENCE COSTS) the **Underwriters** may, at any time, in connection with any **Claim** against the **Insured** pay to the **Insured** a sum equal to:

- (a) the amount available of the **Limit of Liability** (or, if applicable, the sub-limit of liability); or
- (b) any lesser amount for which, at the absolute discretion of the **Underwriters**, such **Claim** can be settled.

Upon payment of such sums, the **Underwriters** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, except for **Defence Costs** incurred prior to such payment. If a payment greater than the **Limit of Liability** available from the **Underwriters** has to be made to dispose of such **Claim**, the **Insured** shall reimburse the **Underwriters** in respect of any **Defence Costs** associated with such **Claim** paid by the **Underwriters** in excess of that proportion of the **Defence Costs** as the **Limit of Liability** available from the **Underwriters** for such **Claim** bears to the amount required to be paid to dispose of the **Claim**.

## 9. SUBROGATION

- (a) In the event of any payment or indemnity being made or provided under this **Policy**, the **Underwriters** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.
- (b) The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights.
- (c) The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Underwriters** shall request.
- (d) If the **Underwriters** make a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:
  - (i) firstly, to reimbursement of any outlay or anticipated outlay of the **Underwriters** (including payments made to indemnify the **Insured**, costs and disbursements);
  - (ii) secondly, to reimbursement of uninsured losses of the **Insured**; and
  - (iii) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Excess**.
- (e) The **Underwriters** shall not exercise any right of subrogation that may exist against any **Employee** or former **Employee** of the **Insured** unless the **Underwriters** shall have made a payment brought about or contributed to by the act or omission of the **Employee** or former **Employee** which was dishonest, fraudulent, criminal or malicious.

## 10. REASONABLE STEPS AND PRECAUTIONS

- (a) The **Insured** shall, at its own expense, take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a **Claim**, **Loss** or liability indemnified by this **Policy**.



- (b) If any **Insured** becomes aware of any circumstance or event which may give rise to a **Claim**, **Loss** or liability against any **Insured** it shall, at its own expense, take all reasonable steps and precautions to avoid or minimise any **Claim**, **Loss** or liability arising from that circumstance or event.

#### 11. **FRAUDULENT CLAIMS**

If any claim under this **Policy** shall be in any respect fraudulent or dishonest, or if the **Insured** deliberately makes false or misleading statements when making a claim or providing information to the **Underwriters**, all benefit under this **Policy** shall be forfeited and the **Underwriters** shall be entitled to refuse to indemnify any **Insured** in respect of any claim and shall be under no further liability under this **Policy**.

#### 12. **INNOCENT NON DISCLOSURE / MISREPRESENTATION**

- (a) The **Underwriters** shall not exercise their right to avoid this **Policy** when it is alleged that there has been non disclosure or misrepresentation of facts, provided that the **Insured** has established to the **Underwriters'** satisfaction that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent conduct or intent to deceive.
- (b) When the **Underwriters** are so satisfied, the following conditions shall apply:
  - (i) with regard to any **Claim**, intention to make a **Claim** or circumstance which may give rise to a **Claim** of which the **Insured** was previously aware and could have notified under any preceding policy, if the indemnity available from the **Underwriters** under this **Policy** is greater or wider in scope than that to which the **Insured** would have been entitled under any such preceding policy the **Underwriters** shall, at their sole discretion (and after election by the **Underwriters** as between all relevant preceding policies if more than one), only be liable to indemnify the **Insured** for such amount and / or on such terms as would have been available to the **Insured** under any such preceding policy, except that nothing in this clause shall entitle the **Insured** to indemnity wider or more extensively than is available to the **Insured** under this **Policy** (notwithstanding the terms of this clause); and
  - (ii) where the **Insured's** conduct has, in the **Underwriter's** opinion, resulted in prejudice in the handling or settlement of any **Claim**, the indemnity afforded by this **Policy** in respect of such **Claim** (including **Defence Costs**) shall be reduced to such sum as in the **Underwriters'** opinion would have been payable by them in the absence of such prejudice.

#### 13. **OTHER INSURANCE**

If the **Insured** has other insurance that is applicable to the **Claim**, **Loss** or liability (or which would be applicable if this **Policy** did not exist), such other insurance shall be primary to the cover afforded by this **Policy** and the **Underwriters** shall not be liable to indemnify the **Insured** until such other insurance is exhausted. If such other insurance were exhausted, the **Limit of Liability** (or, if applicable, the sub-limit of liability) would apply in excess of the limit of indemnity applying under the other insurance. If this General Condition is rendered inoperative by the provisions of any other insurance applicable to the **Claim**, **Loss** or liability, the **Underwriters** shall be liable to pay only their rateable share of any **Claim**, **Loss** or liability.

#### 14. **ALLOCATION**

In the event that the **Insured** is the subject of, or party to, a **Claim** or proceedings which are covered only in part by this **Policy**, the **Policyholder** and the **Underwriters** shall use their best efforts to agree upon a fair and proper allocation of **Loss**, **Defence Costs** and any other sums insured under this **Policy**, taking into account the relative legal and financial exposures attributable to covered matters or persons and matters or persons not covered under this **Policy**. If the **Policyholder** and the **Underwriters** are unable to agree upon a fair and proper allocation, the matter shall be determined by a King's Counsel (appointed by mutual agreement between the **Insured** and the **Underwriters**) acting as sole arbitrator.

15. **EXCESS**

The **Policyholder** shall pay the **Excess** before the **Underwriters** shall be liable to make any payment in respect of any **Claim**. The **Limit of Liability** (or, if applicable, the sub-limit of liability) shall apply in addition to the **Excess** and shall not be reduced solely by reason of the **Excess**.

The **Underwriters** may, at their sole discretion, pay any part or all of the **Excess** to effect settlement of any **Claim** and, upon notification of the action taken, the **Policyholder** shall promptly reimburse the **Underwriters** for such **Excess** (or portion thereof) as the **Underwriters** have paid.

16. **ALTERATION OF RISK**

The **Policyholder** shall give to the **Broker** (for onward transmission to the **Underwriters**) written notice as soon as possible of any material alteration of risk during the **Period of Insurance** including, but not limited, to the following:

- (a) any material change in the **Professional Services** provided or offered by any **Insured**; and
- (b) the external administration of any **Insured** (including, but not limited to, liquidation, receivership, administration or bankruptcy).

Upon such notification being made, the **Underwriters** shall be entitled to cancel the **Policy** by written notice to the **Policyholder**, which may take effect forthwith. The **Underwriters** shall, upon surrender of the **Policy**, provide a premium refund to the **Policyholder** to reflect the premium payable as calculated in accordance with the short rate cancellation table attached to this **Policy**. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriters** of a **Claim** or of any circumstance which may give rise to a **Claim**, no premium refund shall be payable to the **Policyholder**.

If any change shall be made to the **Professional Services** provided or offered by any **Insured** or if any material change of any kind shall occur which affects to any extent the risks insured under this **Policy**, the **Underwriters** shall not be liable in respect of any **Claim**, **Loss** or liability arising after such change, unless the **Underwriters** have previously been notified of such change and have agreed to it in writing.

17. **CANCELLATION**

- (a) This **Policy** may be cancelled at any time at the option of the **Policyholder** by written notice to the **Broker** (for onward transmission to the **Underwriters**). The **Underwriters** shall, upon surrender of the **Policy**, provide a premium refund to the **Policyholder** to reflect the premium payable as calculated in accordance with the short rate cancellation table attached to this **Policy**. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriters** of a **Claim** or of any circumstance which may give rise to a **Claim**, no premium refund shall be payable to the **Policyholder**.
- (b) This **Policy** may be cancelled at any time at the option of the **Underwriters**. The **Underwriters** shall, except in the case of non-payment of premium, give the **Policyholder** thirty (30) days written notice of cancellation. Notice of cancellation shall be sent to the address of the **Policyholder**, as stated in the **Schedule**.

18. **WAIVER, VARIATION AND ASSIGNMENT**

- (a) No provision of this **Policy** may be waived or varied, except by an endorsement issued and signed by the **Underwriters**. Notice given to any agent of the **Insured** or of the **Underwriters** or knowledge possessed by any such agent or any other person shall not be held to effect a waiver or change in any part of this **Policy**.
- (b) No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Underwriters**.

19. **ADMINISTRATION AND THE POLICYHOLDER**

It is agreed that the **Policyholder** has acted and shall continue to act as agent of each and every **Insured** with irrevocable authority with respect to all aspects of this **Policy** including, but not limited to, the following: contract negotiations; renewals and decisions not to renew; amendments and endorsements to cover; premium payment; premium adjustments; receipt of notices regarding this **Policy**; dispute resolution matters; claims management; consent to defence and settlement; claim payments and exercising rights of the **Insured**; allocation; and cancellation.

20. **UNENFORCEABLE / VOID PROVISIONS**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

21. **GOVERNING LAW AND JURISDICTION**

Unless otherwise stated on the **Schedule**, this **Policy** shall be governed by and construed in accordance with the law of the Republic of Ireland and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

22. **SANCTIONS**

(a) The **Insured** agrees that the provision of any cover, the payment of any claim and the provision of any benefit under this **Policy** shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the **Underwriters** would expose the **Underwriters** to any sanction, prohibition or restriction under any:

- (i) United Nations' resolution(s); or
- (ii) trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any trade or economic sanctions, laws or regulations of any other jurisdiction.

(b) Such suspension as referred to above shall continue until such time as the **Underwriters** would no longer be exposed to any such sanction, prohibition or restriction as referred to above.

23. **CONTRACTS**

Any person or company who is not a party to this **Policy** has no right under this **Policy** to enforce any term of this **Policy**. This **Policy** does not confer any benefit (enforceable or otherwise) on any non-party.

24. **PREMIUM PAYMENT**

(a) The **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Underwriters** in full within sixty (60) days of the commencement of the **Period of Insurance**.

(b) In the case of non-payment of premium, the **Underwriters** shall have the right to cancel this **Policy** by giving the **Policyholder** fifteen (15) days written notice of cancellation. Notice of cancellation shall be sent to the address of the **Policyholder**, as stated in the **Schedule**.

(c) If the premium is paid in full to the **Underwriters** within the fifteen (15) days, notice of cancellation shall be automatically revoked. If not, the **Policy** shall automatically terminate at the end of the fifteen (15) day notice period.

(d) In the event of cancellation, premium is due to the **Underwriters** calculated in accordance with the short rate cancellation table attached to this **Policy**. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriters** of a **Claim** or of any circumstance which may give rise to a **Claim**, the full premium is due to the **Underwriters**.

25. **SERVICE OF SUIT**

The **Underwriters** agree that all summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this **Policy** shall be properly served if addressed to them and delivered to them care of:

General Representative and Country Manager for Ireland (on behalf of Lloyd's Insurance Company S.A.)  
7/8 Wilton Terrace Dublin 2  
D02 KC57  
Ireland

Tel: + 353 (0) 1644 1000  
E-mail: eamonn.egan@lloyds.com

E-mail: lloydsireland@lloyds.com

who, in this instance, has authority to accept service on their behalf.

By giving the above authority, the **Underwriters** do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in Belgium.

This General Condition will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this **Policy** and, to the extent required, shall apply to give effect to that process.

## COMPLAINTS NOTICE - IRELAND

Any complaint should be addressed to:

Head of Complaints Management  
Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 40  
E-mail: [lloydseurope.complaints@lloyds.com](mailto:lloydseurope.complaints@lloyds.com)

Your complaint will be acknowledged, in writing, within five (5) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty (20) business days of the complaint being made.

A decision on your complaint should be provided to you, in writing, within forty (40) business days of the complaint being made.

Once the forty (40) business days have passed and the complaint has not been resolved, you will be advised of the expected timescale in which the complaint should be resolved.

Should you remain dissatisfied with the final response or if you have not received a final response within forty (40) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Ireland

Tel: +353 1 567 7000  
E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)  
Website: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

LBS0027B  
18/11/2022

## DATA PROTECTION NOTICE

### WHO WE ARE

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe" or "LIC"), an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company / VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### WHAT PERSONAL INFORMATION WE PROCESS ABOUT YOU

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

### Why we collect your personal information and the lawful basis for processing

We collect and use your personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations.

For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis.

For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child.

Finally, we can also process your personal data for fraud prevention and detection with legitimate interest as the legal basis.

### WHO WE ARE SHARING YOUR PERSONAL DATA WITH

The way insurance works means that your information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share your personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests:

- we will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect your privacy rights.
- transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

### HOW LONG WE KEEP YOUR DATA

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase your personal information if there is no valid business reason for retaining your data. In exceptional circumstances, we may retain your personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

## **OTHER PEOPLE'S DETAILS YOU PROVIDE TO US**

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

## **COMPLAINTS, CONTACTING US AND THE REGULATOR, AND YOUR RIGHTS**

If you wish to know how we use your information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

You have the following rights in relation to the information we hold about you:

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise your rights, you need contact the insurance agent or insurance broker that arranged your insurance at:

Robertson Low  
10 The Courtyard, Kilcarbery Park, Nangor Road, Dublin 22, Ireland.

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

## **CONSENT**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain your consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below thirteen (13) years.

You are free to give us your consent, however, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

## **CONTACT DETAILS OF THE DATA PROTECTION OFFICER**

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer

Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium

E-mail: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

# SHORT RATE CANCELLATION TABLE

Days Policy in force		% of premium	Days Policy in force		% of premium
1	.....	5	154 - 156	.....	53
2	.....	6	157 - 160	.....	54
3 - 4	.....	7	161 - 164	.....	55
5 - 6	.....	8	165 - 167	.....	56
7 - 8	.....	9	168 - 171	.....	57
9 - 10	.....	10	172 - 175	.....	58
11 - 12	.....	11	176 - 178	.....	59
13 - 14	.....	12	179 - 182	(6 months) .....	60
15 - 16	.....	13	183 - 187	.....	61
17 - 18	.....	14	188 - 191	.....	62
19 - 20	.....	15	192 - 196	.....	63
21 - 22	.....	16	197 - 200	.....	64
23 - 25	.....	17	201 - 205	.....	65
26 - 29	.....	18	206 - 209	.....	66
30 - 32	(1 month) .....	19	210 - 214	(7 months) .....	67
33 - 36	.....	20	215 - 218	.....	68
37 - 40	.....	21	219 - 223	.....	69
41 - 43	.....	22	224 - 228	.....	70
44 - 47	.....	23	229 - 232	.....	71
48 - 51	.....	24	233 - 237	.....	72
52 - 54	.....	25	238 - 241	.....	73
55 - 58	.....	26	242 - 246	(8 months) .....	74
59 - 62	(2 months) .....	27	247 - 250	.....	75
63 - 65	.....	28	251 - 255	.....	76
66 - 69	.....	29	256 - 260	.....	77
70 - 73	.....	30	261 - 264	.....	78
74 - 76	.....	31	265 - 269	.....	79
77 - 80	.....	32	270 - 273	(9 months) .....	80
81 - 83	.....	33	274 - 278	.....	81
84 - 87	.....	34	279 - 282	.....	82
88 - 91	(3 months) .....	35	283 - 287	.....	83
92 - 94	.....	36	288 - 291	.....	84
95 - 98	.....	37	292 - 296	.....	85
99 - 102	.....	38	297 - 301	.....	86
103 - 105	.....	39	302 - 305	(10 months) .....	87
106 - 109	.....	40	306 - 310	.....	88
110 - 113	.....	41	311 - 314	.....	89
114 - 116	.....	42	315 - 319	.....	90
117 - 120	.....	43	320 - 323	.....	91
121 - 124	(4 months) .....	44	324 - 328	.....	92
125 - 127	.....	45	329 - 332	.....	93
128 - 131	.....	46	333 - 337	(11 months) .....	94
132 - 135	.....	47	338 - 342	.....	95
136 - 138	.....	48	343 - 346	.....	96
139 - 142	.....	49	347 - 351	.....	97
143 - 146	.....	50	352 - 355	.....	98
147 - 149	.....	51	356 - 360	.....	99
150 - 153	(5 months) .....	52	361 - 365	(12 months) .....	100



#### **Endorsement 1 - Assigned Certifier Conditions**

The **Underwriters** shall not be liable to indemnify any **Insured** or to make any payment under this **Policy** in respect of any **Claim, Loss**, liability or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any work undertaken as Assigned Certifier in accordance with the Building Control Regulations 1997 to 2014, other than where the **Insured** was directly involved in design, construction or supervision of the subject building project

#### **Endorsement 2 - Fire Safety Exclusion**

We shall not be liable to indemnify You against any claim or Circumstance based on any loss, damage, or any other liability including Costs directly or indirectly arising out of, or in any way connected with the combustibility, fire safety or fire performance of all façade materials including but not limited to external cladding to include composite panels, high pressure laminate, associated core, filler and insulation, signage and insulation, also including internal ductwork, fire stopping barriers and doors and fire protection systems

#### **Endorsement 3 - Exclusion For Surveys And Valuations For Loan, Lending Or Investment Purposes**

The **Underwriters** shall not be liable to indemnify any **Insured** or to make any payment under this **Policy** in respect of any **Claim, Loss**, liability or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any survey or valuation procured principally for or relied upon for loan, lending or investment purposes.

#### **Endorsement 4 - LBS0006A Service of Suit**

It is agreed that this Insurance shall be governed exclusively by the law and practice of the Republic of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in the Republic of Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

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who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0006A

01/12/2019