

DUAL Ireland

Professional Indemnity Insurance

For Surveyors (SCS/RICS)

Policy Document



Important notice to the insured

This Policy has been prepared in accordance with the INSURED's instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with the INSURED's requirements and that the INSURED understands its limits, terms, conditions and exclusions. The insurance adviser or other intermediary who arranged this Insurance should be contacted as soon as practicably possible if any correction is necessary. The INSURER has agreed to provide policy cover, and have calculated the applicable premium, based on information provided by the INSURED or on the INSURED's behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the INSURER;
- information provided and recorded in any Statement of Facts issued to the INSURED;
- any declarations made by the INSURED or on the INSURED's behalf; and/or
- any additional information voluntarily provided.

In consideration of the INSURED having paid, or having agreed to pay, to the INSURER the premium set forth in the SCHEDULE the INSURER hereby agrees to provide the insurance described in this policy for the PERIOD OF INSURANCE shown in the SCHEDULE subject to all the terms and conditions herein or endorsed hereon.

This policy, schedule and any memoranda shall be considered to be one document and any word or expression to which a specific meaning has been attached shall have such meaning wherever it appears.

This is "a claims made" policy. It covers CLAIMS made or CIRCUMSTANCES notified to the INSURER during the POLICY PERIOD.

General Information

Insurer:

This insurance is underwritten by Aspen 5383 Lloyds Brussels. Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Administrator:

This policy is administered by DUAL Underwriting Ireland DAC.

DUAL Underwriting Ireland DAC is regulated by the Central Bank of Ireland. Registered in Ireland No. 633531. Registered office: 98 St. Stephen's Green, Dublin 2, D02 F3F2. Directors: Barry O'Dwyer (Managing), Ralph Snedden (British), Richard Clapham (British).

Data Protection Act

The defined terms used in this section shall have the meaning given to those terms in the Irish Data Protection Acts 1988 and 2003 where appropriate (as may be amended from time to time).

In the course of providing insurance services to the INSURED, the INSURER may have access to Personal Data. In providing those services, the INSURER will comply with its obligations under the Irish Data Protection Acts 1988 and 2003 (as amended). The INSURED warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the INSURER (whether such disclosure is made directly by the INSURED to the INSURER or indirectly by the INSURED to any agent acting on behalf of the INSURED or the INSURER. The INSURER shall be the Data Controller of any Personal Data provided to it.

The INSURER undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the INSURED. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The INSURER will hold all Personal Data provided to it securely and shall limit access to such Personal Data to authorised personnel. The INSURED hereby consents to the INSURER sharing any Personal Data provided to it with its group companies, intermediaries and agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the INSURER contracts in connection with the contract of insurance between the INSURED and the INSURER, and the INSURED confirms that it shall have obtained the necessary consent from the Data Subjects for the sharing of Personal Data by the INSURER with the parties listed above.

The INSURED acknowledges that the INSURER may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of Law or regulatory body such as the Central Bank of Ireland or any other public body or authority of competent jurisdiction, as well as for the purpose of participation in internal or market-level statistical exercises, and the INSURED hereby consents to any such disclosure.

The INSURED acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the INSURER sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

Insurance Act 1936

All monies which become or may become payable by the INSURER under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Law Applicable

In the absence of any agreement in writing to the contrary this policy will be governed by and construed in accordance with the laws of Ireland. Any dispute relating to this policy will be subject to the jurisdiction of the courts of Ireland.

Complaints

Step one

We wish to provide you with a high standard of service. However, there may be occasions when you feel that this objective has not been achieved. Any complaint should be addressed to:

Complaints,
Managing Director,
DUAL Underwriting Ireland DAC, 98, St. Stephen's Green,
Dublin 2,
D02 F3F2
E-mail: complaints@dualgroup.com or enquiry@dualgroup.ie

Your complaint will be acknowledged, in writing, within 5 working days of the complaint being made.

You will 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 20 (twenty) business days of the complaint being made.

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

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

Step two

Should you remain dissatisfied with the final response or if you not received a final response within 40 (forty) 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
Email: info@fspo.ie
Website: www.fspo.ie

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

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

Signed for and on behalf of the INSURER:

A handwritten signature in black ink, appearing to read 'Barry O'Dwyer', written in a cursive style.

Barry O'Dwyer
Managing Director

DUAL Underwriting Ireland DAC Dated: 19 February 2025

1 Definitions

For the purpose of this insurance, some words appear in capital letters and where capitalized are defined as follows:

- 1.1 **ASBESTOS SURVEYS** shall mean inspections set out in the Safety, Health and Welfare at Work (exposure to asbestos) Regulations 206 [SI No 386 of 2006] or any comparable survey or inspection, whether of commercial or residential land or property.
- 1.2 **BODILY INJURY** shall include death and injury, illness or disease, mental injury, mental anguish or shock.
- 1.3 **CIRCUMSTANCE(S)** shall mean an incident, occurrence, fact, matter, act or omission that might give rise to a CLAIM.
- 1.4 **CLAIM(S)** shall mean:
 - 1.4.1 any demand for damages or compensation from, or the assertion of a right against, the INSURED
 - 1.4.2 any notice of intention, whether orally or in writing, to commence legal proceedings against the INSURED
 - 1.4.3 any communication with the INSURED in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time
- 1.5 **COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT** shall mean any written agreement that creates a duty of care by the INSURED to any party other than the INSURED's direct client.
- 1.6 **COMPUTER SYSTEM(S)** 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.
- 1.7 **CONSULTANT(S)** shall mean any person undertaking business on behalf of the INSURED and shall include any person, whether or not expressly described as a CONSULTANT, whose name and designation appear on any business stationery of the INSURED, or in business communications, or material of any nature issued on behalf of the INSURED, or who is employed by the INSURED in offering surveying services to the public.
- 1.8 **CYBER ACT** shall mean damage to, or destruction of, computer programs, software or other electronic data stored within a COMPUTER SYSTEM caused by an 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.
- 1.9 **DEFENCE COSTS** shall mean all legal costs and expenses incurred with the INSURER's prior written consent in the investigation, defence or settlement of any CLAIM or CIRCUMSTANCE notified under the terms of this insurance. It does not include the INSURED's own costs and expenses.
- 1.10 **EMPLOYEE** shall mean any person acting under a contract of service with the INSURED, whether contracting directly with the INSURED or through an agency, in respect of PROFESSIONAL BUSINESS by the INSURED.
- 1.11 **ENVIRONMENTAL AUDIT** - shall mean an investigation which is specifically intended to assess whether there is actual POLLUTION present.
- 1.12 **EXCESS** - shall be the amount shown in the schedule and shall be the first amount of each claim that is payable by the INSURED and which will not be indemnified by the INSURER. The EXCESS does not apply to DEFENCE COSTS.

1.13 **INDEMNITY LIMIT**

- 1.13.1 **INDEMNITY LIMIT FOR CLAIMS** shall mean the limit of indemnity stated in the schedule at item 5a
- 1.13.2 **INDEMNITY LIMIT FOR ASBESTOS** shall mean the limit of indemnity stated in the schedule at item 5b
- 1.13.3 **INDEMNITY LIMIT FOR COURT ATTENDANCE COMPENSATION** shall mean the limit of indemnity stated in the schedule at item 5c
- 1.13.4 **INDEMNITY LIMIT FOR AWARDS BY OMBUDSMEN** shall mean the limit of indemnity stated in the schedule at item 5d
- 1.13.5 **INDEMNITY LIMIT FOR STATUTORY LIABILITIES** shall mean the limit of indemnity stated in the schedule under item 5e
- 1.13.6 **INDEMNITY LIMIT FOR LEGAL REPRESENTATION COSTS** shall mean the limit of indemnity stated in the schedule under item 5f
- 1.13.7 **INDEMNITY LIMIT FOR POLLUTION** shall mean the limit of indemnity stated in the schedule under item 5g

1.14 **INSURED** shall mean any of the following:

- 1.14.1 the PRACTICE
- 1.14.2 the partners and/or directors and/or members of the PRACTICE during the POLICY PERIOD
- 1.14.3 former partners and/or former directors and/or former members of the PRACTICE
- 1.14.4 (in respect of PROFESSIONAL BUSINESS undertaken on behalf of the PRACTICE only) those persons named as CONSULTANTS or former CONSULTANTS noted in the proposal form
- 1.14.5 any retired partner, director or member of the PRACTICE remaining as a CONSULTANT to the PRACTICE
- 1.14.6 (in respect of PROFESSIONAL BUSINESS undertaken on behalf of the PRACTICE only) any EMPLOYEE and/or former EMPLOYEE of the PRACTICE and any self-employed person
- 1.14.7 the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in 1.14.1 - 1.14.6 above in the event of their death, incapacity, insolvency or bankruptcy

1.15 **INSURER** shall mean Aspen 5383 Lloyds Brussels.

1.16 **POLICY PERIOD** shall mean the period stated in the schedule at item 3.

1.17 **POLLUTION** shall mean pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

1.18 **PRACTICE** shall mean the practice or practices names in the schedule at item 1 and their predecessors and any other practices which are disclosed to the INSURER in the proposal form.

1.19 **PROFESSIONAL BUSINESS** shall mean:

- 1.19.1 those services (including the giving of advice) provided to a third party, which are undertaken by members of the Society of Chartered Surveyors or the Royal Institution of Chartered Surveyors (or have otherwise been declared to the INSURER) and which are performed by or on behalf of the PRACTICE within the TERRITORIAL LIMITS

1.19.2 services performed (including advice given) within the TERRITORIAL LIMITS by any INSURED whilst holding an individual appointment in respect of work connected with the PRACTICE where

- a. those services are undertaken by members of the Society of Chartered Surveyors or the Royal Institution of Chartered Surveyors or have otherwise been declared to the INSURER and
- b. (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income of the practice and has been disclosed to the INSURER

1.19.3 and as otherwise noted in item 2 in the schedule

1.20 **RETROACTIVE DATE** shall mean the date (if any) stated in the schedule at item 8.

1.21 **SERIES OF CLAIMS** shall mean a number of CLAIMS (whether made against or involving one or more persons or entities comprising the INSURED and whether made by the same or different claimants and whether falling under one or more insuring clauses of this policy) that arise directly or indirectly from the same originating cause.

1.22 **SCHEDULE** shall mean the document entitled "SCHEDULE" that relates to this insurance.

1.23 **TERRITORIAL LIMITS** shall mean Ireland or as varied in the schedule.

2 Section A: Insuring Clause

This is a "claims made" policy. It covers CLAIMS made or CIRCUMSTANCE(S) notified to the INSURER during the POLICY PERIOD.

In consideration of the INSURED having paid the premium shown in the schedule, the INSURER agrees, subject to the terms of this policy:

2.1 Civil Liability

2.1.1 To indemnify the INSURED against any CLAIM or CLAIMS

- a. first made against the INSURED notified to the INSURER during the POLICY PERIOD and/or
- b. arising out of any CIRCUMSTANCE(S) which the INSURED shall first notify during the POLICY PERIOD in respect of any civil liability which arises in consequence of the conduct of the PROFESSIONAL BUSINESS by the INSURED and/or by others acting for and/or on behalf of the INSURED

2.1.2 The maximum indemnity available to the INSURED under clause 2.1.1 in respect of each CLAIM or any SERIES OF CLAIMS shall (save as provided elsewhere in this policy) not exceed the LIMIT OF INDEMNITY FOR CLAIMS

2.2 Awards by Ombudsmen

2.2.1 To indemnify the INSURED against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme where the CLAIM

- a. is first made against the INSURED and notified to the INSURER during the POLICY PERIOD and/or
- b. arises out of any CIRCUMSTANCE(S) which the INSURED shall first notify during the POLICY PERIOD together with all legal costs and expenses incurred with the prior written and continuing consent of the INSURER (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation of such CIRCUMSTANCE(S) and the investigation, conduct or settlement of any such CLAIM

2.2.2 The maximum amount payable by the INSURER under clause 2.2.1 of this section in respect of:

- a. any single award made by any ombudsman or
- b. any series of awards by any ombudsmen attributable to the same originating cause

shall not exceed the INDEMNITY LIMIT FOR AWARDS BY OMBUDSMEN

2.2.3 Where an ombudsman makes an award which is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single CLAIM made at the date of the first CLAIM against the INSURED

2.3 Defence Costs

2.3.1 To indemnify the INSURED for DEFENCE COSTS in connection with a CLAIM(S) or CIRCUMSTANCE(S) provided that in the event that a settlement or other payment has to be made to dispose of a CLAIM which exceeds the amount of the INDEMNITY LIMIT FOR CLAIMS, the INSURER's liability in respect of DEFENCE COSTS shall be limited to the same proportion that the INDEMNITY FOR CLAIMS bears to the amount of such settlement or other payment

- 2.3.2 Save as set out at clauses 2.4, 2.5, 2.6 and clause 7.3 Section F, DEFENCE COSTS are not subject to any INDEMNITY LIMIT

2.4 Court Attendance Compensation

- 2.4.1 To provide compensation to the INSURED, with the prior written consent of the INSURER, in the event that the legal advisers acting on behalf of the INSURED require any of the INSURED, any EMPLOYEE or any other relevant party (not including expert witness), to attend Court or any arbitration or adjudication hearing as a witness of fact in connection with a CLAIM made against the INSURED for which cover is afforded under this policy at the following rates for each day or part thereof on which attendance is required:
- a. any principal, partner, member or director of the INSURED €300
 - b. any EMPLOYEE €150
 - c. other relevant party up to €300
- 2.4.2 The maximum amount payable by the INSURER under clause 2.4.1 shall not exceed the INDEMNITY LIMIT FOR COURT ATTENDANCE COMPENSATION in the aggregate in the POLICY PERIOD

2.5 Statutory Liabilities

- 2.5.1 To pay on behalf of the INSURED 80% of any reasonable costs and expenses incurred with the prior written consent of the INSURER for the defence of any proceedings first brought against the INSURED during the POLICY PERIOD and notified to the INSURER during the POLICY PERIOD, under the:
- a. The Consumer Information Act 1978; and/or
 - b. The Auctioneers and Housing Agents Act 1947, 1967 and 1973; and/or
 - c. The Safety, Health and Welfare at Work Act 2005; and/or
 - d. The Safety, Health and Welfare (Construction) Regulations 2006 and 2010, and/or
 - e. similar, prior or successor legislation to that detailed a to d above
- but only where, in the INSURER's reasonable opinion, defending such proceedings could protect the INSURED against any CLAIM or potential CLAIM arising from PROFESSIONAL BUSINESS undertaken by the INSURED
- 2.5.2 The maximum indemnity available to the INSURED under clause 2.5.1 shall not exceed the INDEMNITY LIMIT FOR STATUTORY LIABILITIES in the aggregate in the POLICY PERIOD

2.6 Legal Representation

- 2.6.1 To pay on behalf of the INSURED 80% of any costs and expenses:
- a. which are incurred by the INSURED with the prior written consent of the INSURER for representation at properly constituted hearings, tribunals or proceedings arising out of any
 - i. CLAIM first made against the INSURED and notified to the INSURER during the POLICY PERIOD and/or
 - ii. CIRCUMSTANCE(S) which the INSURED shall first notify during the POLICY PERIOD in respect of the conduct of PROFESSIONAL BUSINESS by the INSURED which may be or may become the subject of indemnity under this policy and
 - b. which are not indemnified as DEFENCE COSTS pursuant to Clause 2.3 above
- 2.6.2 The maximum amount payable by the INSURER under clause 2.6.1 shall not exceed the INDEMNITY LIMIT FOR LEGAL REPRESENTATIVE COSTS in the aggregate in the POLICY PERIOD.

3 Section B: Excess

Subject to the terms of this policy

- 3.1 The INSURER shall be liable under clause 2.1 of this policy only for that part of the loss arising from each and every CLAIM or SERIES OF CLAIMS which exceeds the EXCESS.
- 3.2 The INSURER shall be liable under clause 2.2 only for that part of
 - a. any single award made by any ombudsman or
 - b. any series of awards by any ombudsman attributable to the same originating causewhich exceeds the EXCESS.
- 3.3 The EXCESS shall not apply to DEFENCE COSTS.

4 Section C: Claims Conditions

4.1 Notification of a CLAIM or CIRCUMSTANCE(S)

4.1.1 If during the POLICY PERIOD the INSURED shall receive any CLAIM, or any notice of an intention to make a CLAIM, the INSURED shall give written notice to the INSURER as soon as reasonably practicable. All CLAIMS must in any event be notified prior to the expiry of the POLICY PERIOD.

4.1.2 If during the POLICY PERIOD the INSURED becomes aware of any CIRCUMSTANCE(S), the INSURED shall give written notice to the INSURER of such CIRCUMSTANCE(S) as soon as reasonably practicable with such notice supplying full particulars of the relevant CIRCUMSTANCE(S) including (where possible):

- a. the name(s) of the potential claimant
- b. the date of the incident, occurrence, fact, matter, act or omission which has given rise to the CIRCUMSTANCE(S)
- c. the name(s) of the individual(s) involved in the CIRCUMSTANCE(S)
- d. the date of the INSURED'S first awareness or discovery of such CIRCUMSTANCE(S)
- e. the estimated amount of any potential CLAIM which may arise thereafter

In addition, the INSURED shall provide such further information as the INSURER may reasonably require.

All CIRCUMSTANCE(S) must in any event be notified prior to the expiry of the POLICY PERIOD.

The INSURER agrees that any CIRCUMSTANCE(S) notified to them during the POLICY PERIOD which subsequently gives rise to a CLAIM after expiry of the POLICY PERIOD shall be deemed to be a CLAIM first made during the POLICY PERIOD.

4.1.3 If during the POLICY PERIOD the INSURED shall discover

- a. a reasonable cause for suspicion of dishonesty or fraud on the part of a past or present partner, director, member, EMPLOYEE or CONSULTANT of the PRACTICE or
- b. an occurrence that may require representation at a properly constituted hearing, tribunal or proceeding

which might give rise to a CLAIM, the INSURED shall give written notice to the INSURER of such discovery as soon as reasonably practicable but in any event prior to the expiry of the POLICY PERIOD

The INSURER agrees that any such discovery notified to them during the POLICY PERIOD which subsequently gives rise to a CLAIM after expiry of the POLICY PERIOD shall be deemed to be a CLAIM first made during the POLICY PERIOD

4.1.4 Notification will be deemed to have been made to the INSURER if and when made to the person identified in the schedule

4.1.5 Notification under 4.1.1, 4.1.2 or 4.1.3. shall be made irrespective of the INSURED's views on liability or validity

4.2 Adjudication

The INSURED shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under clause 2.1:

4.2.1 notify the INSURER within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice, or any adjudication notice pursuant to contract

4.2.2 not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without the prior written consent of the INSURER unless, in the INSURED's reasonable opinion, service of those notices will not give rise to a CLAIM

4.3 **Ombudsman**

The INSURED shall as a condition precedent to its right to indemnity under clause 2.2 give written notice to the INSURER as soon as reasonably practicable after becoming aware that a case directly affecting the INSURED is being reviewed by any ombudsman.

4.4 **No Admission of Liability**

In the event of a CLAIM or the discovery of a CIRCUMSTANCE(S), the INSURED shall not admit liability, incur any costs or make any offers of settlement in connection therewith or otherwise prejudice the conduct or the defence or settlement of such CLAIM or CIRCUMSTANCE(S) without the INSURER's prior written consent (such consent not to be unreasonably withheld or unreasonably delayed), regardless of

4.4.1 the provisions of any complaints handling procedure or

4.4.2 whether the amount in dispute is less than the EXCESS

4.5 **Conduct of CLAIMS**

Following notification of a CLAIM or notification of any CIRCUMSTANCE(S), the INSURER shall be entitled if they so desire to take over and conduct in the name of the INSURED the investigation, defence or settlement of any such matter. The INSURED shall co-operate with the INSURER and shall give such information and assistance (as set out in clause 4.6 of below) as the INSURER may reasonably require.

4.6 **Claims Control and Co-operation**

4.6.1 The INSURED shall give to the INSURER all such information and assistance as the INSURER may reasonably require and is in the INSURED's power to provide

4.6.2 The INSURED shall co-operate with the INSURER and their appointed representatives:

- a. by providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with all and any Civil Procedure Rules, Practice Directions and Pre-Action Protocols as may be issued
- b. by assisting them to present the best possible defence of a CLAIM
- c. by ensuring access to all and any information that the INSURER or their representatives may require in the defence of a CLAIM or in the investigation of any CIRCUMSTANCE(S), whether or not privileged
- d. by making payment on demand of the EXCESS in order to comply with the terms of any settlement agreed by the INSURER
- e. by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit the INSURER to exercise rights of subrogation
- f. by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any CLAIM and any CIRCUMSTANCE(S) are preserved in their entirety

4.7 **Fraudulent CLAIMS**

In the event that the INSURED seeks indemnity under this insurance for any CLAIM the INSURED knows to be false or fraudulent in any way, this insurance will become void ab initio and all CLAIM(S) and benefits hereunder shall be forfeited and if the INSURER so requires, all previous payments by the INSURER shall be refunded by the INSURED.

5 Section D: General Policy Conditions

5.1 Discharge of Liability

The INSURER may at any time pay to the INSURED in connection with any CLAIM or SERIES OF CLAIMS under this policy the INDEMNITY LIMIT (less any sums already paid) or any lesser sum for which such CLAIM(S) can be settled and upon such payment the INSURER shall not be under any further liability in respect of such CLAIM(S) except for DEFENCE COSTS incurred prior to such payment and with the INSURER's prior written consent.

5.2 INDEMNITY LIMIT and EXCESS

The INDEMNITY LIMIT and the EXCESS apply to all the INSUREDs jointly.

5.3 Combined CLAIMS

5.3.1 Where the same originating cause gives rise to an entitlement on the part of the INSURED to indemnity under clause 2.1 and all or any of clauses 2.2, 2.4, 2.5 and/or 2.6 of Section A of this policy, the maximum amount payable by the INSURER under clause 2.1 and such other clause or clauses of Section A (apart from clause 2.3) as may entitle the INSURED to indemnity shall not exceed the INDEMNITY LIMIT FOR CLAIMS

5.3.2 Where a CLAIM is brought against more than one INSURED it shall be deemed to be one CLAIM and the INSURER's liability shall be the same as if the CLAIM had been brought against one INSURED only

5.4 Several Liability Notice

The subscribing insurers' obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations hereunder.

5.5 Rights of Recovery

Immediately on the notification of a CLAIM or CIRCUMSTANCE(S), the INSURED grants to the INSURER all rights of recovery against any parties from whom a recovery may be made, and the INSURED will take all reasonable steps to preserve such rights and will cooperate with the INSURER in accordance with clause 4.6 of Section C. However, the INSURER agrees to waive any rights of recovery against the INSURED unless liability has resulted in whole or part from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

5.6 Adjudication

The INSURED agrees:

5.6.1 subject to a reasonable request by the INSURER for permission, to permit the INSURER to pursue legal, arbitration or other proceedings in the name of and on behalf of the INSURED to challenge, appeal or amend any decision, direction, award or the exercise of any power of an adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. The INSURED will give all such assistance as the INSURER may reasonably require in relation to such proceedings

5.6.2 not to accept the decision of any adjudicator as finally determining the related dispute without the prior written consent (not to be unreasonably delayed or unreasonably withheld) of the INSURER

5.7 Choice of law, Disputes and Jurisdiction

5.7.1 This policy shall be governed by and construed in accordance with the laws of Ireland

5.7.2 Any dispute between the INSURER and the INSURED:

- a. as to the correct interpretation of the definition of PROFESSIONAL BUSINESS under this policy, or
- b. regarding the application of the Special Institution Condition (Section E)

shall be referred by either party for arbitration in accordance with the law and procedure of the Republic of Ireland to any person nominated by the President for the time being of the Society of Chartered Surveyors, whose decision shall be binding on both parties.

5.7.3 If the INSURED and the INSURER cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by reference to a Senior Counsel of the Irish Bar to be mutually agreed between the INSURER and the INSURED whose decision shall be binding. In resolving the dispute, the Senior Counsel shall have due regard to the interests of both the INSURED and the INSURER. In the event of disagreement regarding the appointment of Senior Counsel, the Senior Counsel shall be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise shall be allocated by the agreed or appointed party on a fair and equitable basis

5.7.4 Save as aforesaid, the Courts of the Republic of Ireland are to have exclusive jurisdiction for hearing and determining any dispute arising out of or in connection with this policy

5.8 **PRACTICE to act as an Agent**

All persons falling within the definition of the INSURED agree that the PRACTICE is their agent for all purposes in connection with the policy. This policy may be varied or rescinded by agreement between the INSURER and the PRACTICE without the consent of any other person falling within the definition of the INSURER or otherwise.

5.9 **Premium Payment Condition**

The INSURED undertakes that the premium will be paid to the INSURER in full within 60 days of inception of the insurance. In the event that payment is not made within this period, the INSURER may at their sole discretion and without being liable to the INSURED for any loss arising out the exercise of that discretion, give notice to the INSURED in writing via the INSURED's insurance broker of cancellation due to non-payment of premium and all indemnity provided by this insurance shall automatically be cancelled from inception and be deemed never to have been in effect. The INSURER agrees not to give less than 14 days' notice to the INSURED via the INSURED's insurance broker of cancellation due to non-payment of premium. If the outstanding premium is paid in full to the INSURER before the notice period expires, the notice of cancellation will automatically be revoked.

5.10 **International Trade Sanctions**

This insurance shall not indemnify the INSURED in respect of any CLAIM to the extent that the payment of such a CLAIM would expose the INSURER to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

6 Section E: Special Institution Condition

- 6.1 Where there has been a non-disclosure or misrepresentation of facts or untrue statements made in the proposal form or in any other information or statements provided to or made to or warranted to the INSURER and there has been no intention to deceive or mislead the INSURER, the INSURER will not exercise their right to avoid this policy nor will the INSURER be discharged from any liability under this policy provided that where such non-disclosure or misrepresentation has prejudiced the INSURER's consideration of terms under the policy, the INSURER shall be entitled to charge a reasonable additional premium in light of such practice.

However, in the case of a CLAIM first made against the INSURED during the POLICY PERIOD where

- a. the INSURED had previous knowledge of the CIRCUMSTANCE(S) relating to such CLAIM and
- b. the INSURED should have notified the same under any preceding policy

then, where the indemnity or cover under this policy is greater or wider in scope than that to which the INSURED would have been entitled under such preceding policy (whether with other insurers or not), the INSURER shall only be liable to afford indemnity to such amount and extent as would have been afforded to the INSURED by such preceding policy.

- 6.2 Where the INSURED's breach of or non-compliance with any provision in clauses 4.1, 4.4, 4.5, 4.6 (including sub clauses) has resulted in prejudice to the handling or settlement of any CLAIM, the INSURER shall be entitled to reduce the indemnity afforded by this policy in respect of such CLAIM (including DEFENCE COSTS) to such sum as in the INSURER's reasonable opinion would have been payable by them in the absence of such prejudice.
- 6.3 Clause 6.2 shall not apply to Clause 2.2.

7 Section F: Exclusions

Save as expressly provided in this policy, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a COMPUTER SYSTEM.

The INSURER shall not be liable under this policy for:

7.1 **Adjudication**

7.1.1 any decision made against the INSURED by an adjudicator who was not independent of the parties to the dispute

7.1.2 any CLAIM arising out of or related to any adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the INSURED than those contained in the Construction Contracts Act 2013

7.2 **Arbitration** - any arbitration award (whether made under the Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise) made in respect of any CLAIM or counterclaim where the seat of the arbitration was located outside Ireland unless otherwise agreed by the INSURER.

7.3 **Asbestos** - any CLAIM directly or indirectly resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity. Subject to the provisos hereunder, this exclusion shall not apply to any such CLAIM caused by a negligent act, negligent error or negligent omission in the conduct of PROFESSIONAL BUSINESS.

Provided always that

7.3.1 such CLAIM is

- a. first made against the INSURED and/or
- b. arises out of any CIRCUMSTANCE(S) which the INSURED shall first notify during the POLICY PERIOD

7.3.2 the INSURER shall not be liable for any such CLAIM

- a. directly or indirectly arising from ASBESTOS SURVEYS carried out by the INSURED
- b. arising out of or in any way involving BODILY INJURY or fear of suffering BODILY INJURY

7.3.3 the maximum amount payable in the aggregate by the INSURER in the POLICY PERIOD in respect of all such CLAIMS (including any claimant's costs and any DEFENCE COSTS) shall not exceed the INDEMNITY LIMIT FOR ASBESTOS. The INDEMNITY LIMIT FOR ASBESTOS is not additional to, and shall not increase, the INDEMNITY LIMIT FOR CLAIMS

7.4 **Computer Virus** - any CLAIM directly arising from the receipt or transmission of malware, malicious code or similar by the INSURED or any other party acting on behalf of the INSURED.

7.5 **Contractual Liabilities**

7.5.1 Any contractual liability incurred by the INSURED in the conduct of PROFESSIONAL BUSINESS carried on by the INSURED as a result of:

- a. the acceptance by the INSURED of any obligation, or the guarantee by the INSURED, of fitness for purposes where this appears as an express term
- b. any express guarantee given by the INSURED including any relating to the period of a project
- c. any express penalty contained in a contract between the INSURED and a third party
- d. any express acceptance by the INSURED of liability for liquidated damages

7.5.2 Any liability that arises in consequence of any assignment of a COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT to more than one party except in the case of a COLLATERAL

WARRANTY OR DUTY OF CARE AGREEMENT given to a financier or funding party (not a purchaser or tenant) where a total of two assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1st October 2001

7.5.3 This exclusion shall not apply if liability would have attached to the INSURED in the absence of any such express agreement, or if

- a. the INSURER has expressly approved the contractual terms giving rise to said liability or
- b. in the case of a COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT, the British Property Federation or Construction Industry Council's (or Irish equivalent) current or former standard collateral warranty wording is used

7.6 **Controlling Interest** - any CLAIM brought by either:

7.6.1 any entity in which the INSURED exercises a controlling interest, or

7.6.2 any entity exercising a controlling interest over the INSURED as a result of having a financial or executive interest in the operation of the INSURED

unless such CLAIM or loss emanates from an independent third party and arises from the conduct of the PROFESSIONAL BUSINESS.

7.7 **CYBER ACT** - any CLAIM, loss, costs or expenses incurred by the INSURED to:

7.7.1 determine the existence, extent and cause of a CYBER ACT;

7.7.2 contain or stop a CYBER ACT (including a privacy breach);

7.7.3 implement remedial action arising from or connected with a CYBER ACT;

7.7.4 comply with any notification obligations, including to regulators, third parties and/or individuals, including to notify and protect (including via credit and identity monitoring services) persons whose personal data was accessed as a result of a CYBER ACT

7.8 **Directors & Officers Liability** - any CLAIM against any INSURED in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

7.9 **Financial Services** - any CLAIM arising out of any activities regulated by the Central Bank of Ireland as amended from time to time. This exclusion will not apply to:

7.9.1 mortgage intermediary activities and/or

7.9.2 insurance intermediary activities relating to general insurance contracts only and

carried on as part of the normal activities of members of the Society of Chartered Surveyors or the Royal Institution of Chartered Surveyors.

7.10 **Fines, Penalties, Punitive, Multiple or Exemplary Damages** - any fines, penalties, punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal including, but not limited to, any fines or penalties for a breach of any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or government entity.

7.11 **Fraud and Dishonesty**- any CLAIM arising out of any dishonesty or fraud of the INSURED save to the extent that the CLAIM arises by reason of and was solely and directly caused by the (actual or alleged) dishonest and/or fraudulent act(s) of any past or present partner, director, member, CONSULTANT or EMPLOYEE of the PRACTICE (whether committed alone or in collusion with others) which cause any client of the INSURED to suffer loss and provided always that:

- 7.11.1 no indemnity shall be afforded in respect of any CLAIM arising out of such dishonesty or fraud on the part of any person after discovery by the INSURED, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty
- 7.11.2 any dishonest and/or fraud committed by a person or persons acting in concert shall for the purposes of this policy be treated as one CLAIM

7.12 **Infrastructure** - any CLAIM directly arising from:

- 7.12.1 the partial or total unavailability of any COMPUTER SYSTEM owned or controlled by the INSURED; or
- 7.12.2 failure or interruption of service provided:
 - a. to the INSURED or any other party acting on behalf of the INSURED by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware or software owned by the INSURED
 - b. by any utility provider, but only where such failure or interruption of service impacts a COMPUTER SYSTEM owned or controlled by the INSURED or any other party acting on behalf of the INSURED

This exclusion shall not apply to any CLAIM arising out of the actual or alleged breach of duty in the performance (or failure to perform) PROFESSIONAL BUSINESS

7.13 **Insolvency** - any CLAIM arising directly or indirectly from the insolvency, receivership or bankruptcy of the INSURED. This exclusion will not apply to:

- 7.13.1 any CLAIM in respect of monies held on behalf of third parties and/or
- 7.13.2 any CLAIM that otherwise would be indemnified by this policy but for the insolvency or bankruptcy of the INSURED

7.14 **Liability arising out of BODILY INJURY** - any CLAIM arising out of BODILY INJURY of any EMPLOYEE whilst in the course of their employment for or on behalf of the INSURED.

7.15 **Liability arising out of employment** - any CLAIM arising from any liability to any EMPLOYEE, former EMPLOYEE or prospective EMPLOYEE in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

7.16 **Liability involving transport or property owned by the INSURED** - any CLAIM arising from the ownership, leasing, possession, or use by or on behalf of the INSURED of any

- 7.16.1 aircraft, watercraft, hovercraft, motor vehicle or trailer
- 7.16.2 any building, structure, premise, land or property (mobile or immobile) or that part of any building leased, occupied or rented by the INSURED

7.17 **Market Fluctuation Clause** - any CLAIM relating to the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is caused by normal or abnormal fluctuations in any financial, stock, commodity or other markets which are outside the influence or control of the INSURED. It is understood and agreed that this exclusion will not apply to PROFESSIONAL BUSINESS of the INSURED in connection with the survey or valuation of any tangible property.

7.18 **Nuclear Risks and Radioactivity** - any CLAIM arising from loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom, or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:

- 7.18.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear component thereof
- 7.18.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 7.19 **Ombudsman** - any ombudsman's awards except to the extent covered under 2.2.
- 7.20 **Other Insurances** - any CLAIM arising from any matter for which the INSURED is, or but for the existence of this policy would be, entitled to indemnity under any other contract of insurance except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.
- 7.21 **POLLUTION** - any CLAIM arising directly or indirectly from POLLUTION. Subject to the provisos below, this exclusion shall not apply to any such CLAIM caused by negligent act, negligent error or negligent omission in the conduct of PROFESSIONAL BUSINESS.
- Provided always that:
- 7.21.1 such CLAIM is
- a. first made against the INSURED and/or
 - b. arises out of any CIRCUMSTANCE(S) which the insured shall first notify
- during the POLICY PERIOD
- 7.21.2 the INSURER shall not be liable for any such CLAIM directly or indirectly resulting from ENVIRONMENTAL AUDITS carried out by the INSURED
- 7.21.3 save as set out at clause 7.21.4, the maximum amount payable in the aggregate in the POLICY PERIOD by the INSURER in respect of any such CLAIMS, any claimant's costs and any DEFENCE COSTS shall not exceed the INDEMNITY LIMIT FOR POLLUTION. The INDEMNITY LIMIT FOR POLLUTION is not additional to and shall not increase the INDEMNITY LIMIT FOR CLAIMS
- 7.21.4 where such CLAIM arises from the INSURED's negligent structural design or specification or failure to report a structural defect in a property and relates solely to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure then the maximum indemnity available to the INSURED in respect of each CLAIM or any SERIES OF CLAIMS shall not exceed the INDEMNITY LIMIT FOR CLAIMS. For the purposes of this exclusion, only asbestos is deemed not to be a contaminant or pollutant
- 7.22 **Previous CLAIM(S) and CIRCUMSTANCE(S)** - any CLAIM:
- 7.22.1 the INSURED was or should have been aware of prior to the inception of this policy (including any CLAIM notified under any insurance which was in force prior to the inception of this policy and accepted as notified by the insurer of that policy);
- 7.22.2 arising out of any CIRCUMSTANCE which has been notified under any insurance which was in force prior to the inception of this policy and the insurers of that policy have accepted that the CIRCUMSTANCE was properly notified to that policy:
- provided that this clause 7.22 and sub-clauses 7.22.1 and 7.22.2 shall not reduce the rights of the INSURED under (or otherwise affect the application of) SECTION E: Special Institution Condition
- 7.23 **RETROACTIVE DATE** - any CLAIM notified under the terms of this policy that arises out of the conduct of PROFESSIONAL BUSINESS prior to the said RETROACTIVE DATE.
- 7.24 **Sale or Supply of Goods** - any CLAIM arising out of the supply of any goods by the INSURED or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by the INSURED. This exclusion shall not apply to project models or displays.

- 7.25 **Survey and Valuations (qualifications and experience)** - any CLAIM arising out of a survey or valuation, unless it was undertaken by:
- 7.25.1 anyone who is:
- a. a Fellow or Associate of the Society of Chartered Surveyors or a Fellow, a Professional Member, a Technical Member or an Associate Member of the Royal Institute of Chartered Surveyors or
 - b. a Fellow or Associate of the Irish Auctioneers and Valuers Institute (IAVI) or a Fellow or Associate of the Institute of Professional Auctioneers and Valuers (IPAV) or a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or
 - c. a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
 - d. a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
 - e. a Fellow or Associate of the Royal Institute of the Architects of Ireland (RIAI) or a Fellow or Associate of the Royal Institute of British Architects (RIBA) or a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
- 7.25.2 anyone who has not less than five years' experience of such work or
- 7.25.3 any other person delegated by the INSURED to execute such work subject always to
- a. supervision of such work by a person qualified in accordance with 7.25.1 and 7.25.2, or
 - b. agreement in writing having been obtained from the INSURER prior to cover being granted
- 7.26 **Trading Losses** - any trading losses or liabilities incurred by any business managed or carried on by the INSURED including loss of any client account or business.
- 7.27 **USA and Canada** - any CLAIM instituted or pursued in the United States of America, its territories or possessions or Canada (whether for the enforcement of a judgement or finding of a Court or tribunal of another jurisdiction or otherwise) or in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply or which involves the enforcement or attempted enforcement of a judgment or finding of a Court or tribunal of the United States of America, its territories and/or possessions or Canada.
- 7.28 **War and Terrorism** - any CLAIM of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the CLAIM:
- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.
- For the purposes of this exclusion, an act of terrorism means 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 or religious 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 exclusion also excludes any CLAIM(S), costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to any of the above.
- If the INSURER alleges that by reason of this exclusion, any CLAIM, cost or expense is not covered by this policy the burden of proving to the contrary shall be upon the INSURED.

Schedule

Policy Number	
1. PRACTICE	
Address	
2. PROFESSIONAL BUSINESS	and as disclosed in the Proposal Form
3. POLICY PERIOD	Click here to enter a date (00:01hrs) to Click here to enter a date. (23:59hrs)
4. EXCESS	€Excess excess basis
5. INDEMNITY LIMIT	a. CLAIMS: €Indemnity limit each and every CLAIM or SERIES OF CLAIMS b. ASBESTOS: €375,000 in the aggregate c. COURT ATTENDANCE COMPENSATION: €15,000 in the aggregate d. AWARDS BY OMBUDSMEN: €375,000 for any single award or series of awards attributable to the same originating cause e. STATUTORY LIABILITIES: €150,000 in the aggregate f. LEGAL REPRESENTATION COSTS: €15,000 in the aggregate g. POLLUTION: as noted in 5a but in the aggregate
6. TERRITORIAL LIMITS	Ireland/UK/IoM/EU and as attached
7. Premium	€ plus 5% Government levy and €1 stamp duty (€ inclusive)
8. RETROACTIVE DATE	Retroactive date
9. Conditions	As per RICS 0225 DUI policy wording plus the following endorsements: Intentionally blank ENDT40 TERRITORIAL LIMITS amendment BESPOKE ENDT Consumer Insurance Contracts Act 2019
10. Date of Proposal Form	This insurance is based on the proposal form, the dates of which are noted below and supporting documentation (if any accompanying the proposal form): Proposal form date: date No Claims Material Changes Declaration Date (if applicable): date
11. Notice of any claim or circumstance is to be given to:	DUAL Underwriting Ireland DAC, 98, St. Stephen's Green, Dublin 2, D02 F3F2, Tel: (01) 664 0001 Email: piclaims@dualgroup.ie

This Schedule of Insurance outlines the basis of the insurance policy. This insurance is underwritten by Aspen 5383 Lloyds Brussels. Lloyds Insurance Company S. A. is a limited liability company registered in Belgium and is an insurance company subject to the supervision of the National Bank of Belgium. This policy is administered by DUAL Underwriting Ireland DAC under Binding Authority contract B1855E240065. DUAL Underwriting Ireland DAC is regulated by the Central Bank of Ireland. Registered in Ireland No. 633531. Registered office: 98 St. Stephen's Green, Dublin 2, D02 F3F2, Ireland.

Endorsements to policy number :

ENDT40 TERRITORIAL LIMITS amendment

It is hereby noted and agreed that Definition 1.23 TERRITORIAL LIMITS is deleted and replaced with the following:

1.23 TERRITORIAL LIMITS shall mean Ireland, the United Kingdom, Channel Islands, Isle of Man and/or member countries of the European Union.

BESPOKE ENDT Consumer Insurance Contracts Act 2019

It is hereby noted and agreed that this endorsement only applies to an INSURED who is a consumer, as defined in the Consumer Insurance Contract Act 2019 (the Act) and any subsequent amendment thereto and applies only to new insurance policies or renewal of insurance policies entered into on or after 01 September 2020 and to variations of policies on or after that date.

This endorsement forms part of the insurance policy and should be attached to same. This endorsement and any previous policy documentation issued form the basis of the insurance contract and should be read as a single whole document. In the event that anything in the insurance policy is inconsistent with any provision of the Act, the insurance policy will be read in a manner consistent with the provisions of the Act. In the event of a conflict or inconsistency between this endorsement and the policy terms and conditions, this endorsement shall prevail.

Representations and Basis of Contract

1. Any statement of opinion or statement as to the existence of a state of affairs made by the INSURED in connection with the policy shall have effect solely as a representation made by the INSURED prior to entering into the policy.
2. Any clause in the policy which converts any statement as set out in clause 1 into a warranty, including any clause described as a warranty, a future warranty, a promissory warranty or a continuing warranty, is not valid and shall not be relied upon by the INSURER.
3. Any 'basis of the contract' clause in the policy or in any of the policy documentation, including but not limited to the proposal form (if any), is not valid and shall not be relied upon by the INSURER.

Insurable Interest

4. If the policy requires the INSURED to have a financial interest in the subject-matter of the contract, the interest required shall not extend beyond an expectation either of
 - a. an economic benefit from the existence of the subject matter, or
 - b. of an economic loss on its destruction, damage or loss that would arise in the ordinary course of events

Alteration of Risk and Material Changes During the PERIOD OF INSURANCE

5. The INSURER may refuse a CLAIM made by the INSURED where there is a change in the subject matter of the contract of insurance, including as described in any 'alteration of risk' provision in the policy and circumstances have changed to the extent that the new risk is something which the INSURER did not agree in writing to cover by an express term of the policy, endorsement, written confirmation or otherwise.
6. Any clause of the policy which refers to an "alteration of risk" shall apply only in circumstances where the subject matter of the contract of insurance has altered and shall otherwise be superseded by this clause.

7. Any clause of the policy which refers to a "material change" shall be interpreted as referring to changes that take the risk outside that which was within both the INSURED's and the INSURER's reasonable contemplation when the policy was concluded.

Suspensive Conditions

8. A "continuing restrictive condition" is a condition that requires the INSURED to do, or not do, a particular act or acts, or requires the INSURED to act, or not act, in a particular manner, and any condition that requires a given set of circumstances to exist (or not to exist) or to be maintained.
9. Any term in the policy or other documents issued by the INSURER that imposes a continuing restrictive condition on the INSURED (however described) shall be treated as a suspensive condition, and a breach of that term will suspend the INSURER's liability under the policy from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. The INSURER will have no liability to the INSURED for any CLAIM if the loss occurs during the period when the INSURER's liability is suspended.
10. If a breach of a continuing restrictive condition has not increased the risk of the loss that has occurred (being the loss for which the INSURED is making a claim under the policy), the INSURER's liability will not be suspended and the INSURER will still be liable subject to other terms and conditions of the policy.
11. The following clause 12 only applies to any term in the policy (however described) that has the effect of reducing the risk in the policy relating to:
- a. a particular type of loss;
 - b. loss at a particular time; or
 - c. loss in a particular location
12. Any breach by the INSURED of the type of term in clause 11 a, clause 11 b or clause 11 c shall only suspend the INSURER's liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the CLAIM has occurred the INSURER will be liable for CLAIM, subject to the other terms and conditions of the policy.

Claims

13. In addition to the claims co-operation provisions in the policy, it shall be a continuing restrictive condition of the policy that the INSURED shall cooperate with the INSURER in the investigation of CLAIMS, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Notification of claims

14. Notwithstanding any provision in the policy terms and conditions to the contrary, the INSURER will not refuse to indemnify the INSURED in respect of a CLAIM solely on the basis that the INSURED has failed to comply with a specified notification period, provided that the INSURED's failure to comply with the specified notification period does not prejudice the INSURER in any way.

Fraudulent Claims

15. If a CLAIM contains information that is false or misleading in any material respect and the INSURED either knows or consciously disregards whether it is false or misleading, the INSURER:
- a. shall be entitled to refuse to provide indemnity in respect of the CLAIM;
 - b. may terminate the policy by giving notice to the INSURED, and the policy will be treated as terminated from the date that the INSURED submitted the fraudulent CLAIM, and the INSURER shall refuse to provide indemnity for any CLAIM made after the fraudulent CLAIM and retain the premium
16. This does not affect the INSURED's rights in relation to any CLAIM made or loss occurring before the date of any fraudulent CLAIM or where fraudulent evidence or information is submitted or adduced in support of a valid CLAIM.

Third Party Rights

17. The INSURED and the INSURER are the only parties to the policy. Nothing in this endorsement is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Act.

18. A third party has all of the rights as set out in the Act, including the right to request information from the INSURER and the right to make a CLAIM in the circumstances set out in the Act and in accordance with the Act, and in the event of a conflict or inconsistency between this endorsement and the policy, this endorsement shall prevail.

Subrogation

19. The INSURER will not exercise its subrogation rights against some other person (the "other person") if the other person does not have insurance in respect of their liability to the INSURED, and where the INSURED has decided not to exercise the INSURED's rights against the other person because:

- a. the INSURED and the other person are members of the same family or cohabitants, or
- b. the INSURED expressly or impliedly consented to the use, by the other person, of a motor vehicle that is the subject matter of the policy

20. Notwithstanding clause 19, the INSURER is entitled to exercise its subrogation rights against the other person where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.

21. The INSURER will not exercise any rights of subrogation against the INSURED's employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.

Distribution of Subrogated Recovery

22. Notwithstanding any provisions of the policy, any amounts recovered when exercising the INSURED's rights of subrogation in respect of loss shall be distributed in accordance with the Act.

Cancellation of Policy

23. Where, in accordance with the policy terms, the INSURER notifies the INSURED that the INSURER is cancelling the policy, the INSURER will repay the balance of the premium for the unexpired term of the policy (regardless of the amount of the balance of the premium) without imposing any financial cost on the INSURED and will provide the reason or reasons for the cancellation.

24. The INSURED may cancel the policy by giving the INSURER written notice within the 14-day cooling-off period in which case the annual premium will be refunded in full subject to there being no claims or circumstances which could give rise to a claim being notified to insurers during that period.

The cancellation provisions outlined in clause 23 and clause 24 are only applicable if the INSURED falls within the definition of 'Consumer' in accordance with Consumer Insurance Contracts Act 2019' and any subsequent amendment thereto.

Severability

25. If any provision of this endorsement, or this endorsement in its entirety, or any provision of the policy is or becomes invalid, illegal or unenforceable, it shall be considered deleted but that shall not affect the validity and enforceability of the remainder of this endorsement and/or the policy.

All other policy terms and conditions remain unaltered.



Helping you do more

DUAL Underwriting Ireland DAC
98 St. Stephen's Green, Dublin 2, D02F3F2

+353 (0) 1 6640001
enquiry@dualgroup.ie

dualinsurance.com

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Registered in Ireland No. 633531. Registered office: 98 St. Stephen's Green, Dublin 2 D02F3F2.
Directors: Barry O'Dwyer (Managing), Ralph Snedden (British), Richard Clapham (British).