ARRANGED BY

INSURED BY

CHARTERED SURVEYORS POLICY WORDING

Professional Indemnity Insurance Policy

Please read this insurance document carefully to make sure it meets your needs.
Keep this insurance document in a safe place.

Policy Arranged By:

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Policy Insured By:

ERGO Versicherung AG is a German insurance company with its headquarters at ERGO-Platz 1, 40477, Düsseldorf, Germany. ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to regulation by the Central Bank of Ireland for conduct of business rules.

Important Notice to the INSURED

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).
The insurance broker or other intermediary who arranged this POLICY should be contacted immediately if any correction is necessary.

This Policy is provided on a "Claims-Made and Notified" basis, which means that it will only respond to Claims first made against you during the Period of Insurance and notified to the Underwriters during the Period of Insurance.

Explanatory note - Conditions Precedent duties of INSURED

Conditions Precedent are fundamental terms of the POLICY and impose strict duties on the INSURED to do or refrain from doing certain things.

Failure to comply strictly with a Condition Precedent may entitle INSURERS to repudiate a claim for indemnity, which would leave the INSURED to bear the CLAIM themselves. If the INSURED fails to comply with any notification period, irrespective of whether it is a Condition Precedent, INSURERS will be entitled to refuse to indemnify the INSURED for non-compliance with such notification period on that ground alone, unless the INSURED is (i) a CONSUMER, and (ii) such non-compliance has not prejudiced INSURERS.

Please read the POLICY carefully and pay particular attention to the obligations created by the Conditions Precedent which are found in this POLICY at:

Section 4 Claims Conditions

4.2 Notification of matters referred to adjudication

4.3 Notification of matters referred to an ombudsman

ERGO Complaints Procedures

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance Policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager
KennCo Underwriting Ltd.
Suites 5 - 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
Phone: (01) 4994600
Fax: (01) 4954627
E-mail: complaints@kennco.ie

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

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made. Should you remain dissatisfied with the final response or if you have 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). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

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

Tel: +353 1 6567
E-mail: 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 resolution (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 a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

Duty of Disclosure

We want to clarify your responsibilities when you take out an insurance policy so that your policy can give you the protection you need.

If you are a CONSUMER you have an obligation to any answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused us not to have entered into this POLICY or would have altered the terms on which we entered into this POLICY, we are entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). Following inception of your POLICY, or any other time while the POLICY is in force you must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by us to you.

If you are not a CONSUMER, we need to be told of any important and material facts (see below on what is a material fact) so we can give you the maximum support when you need it. For a start, you must provide complete and accurate information to us, in response to the questions asked in our Proposal Form or Statement of Fact before the cover starts and you must check that all the facts are correct on the Proposal Form or Statement of Fact. It's very important to remember that you must tell us about any material change to the risk following the inception of your policy, or any other time while the policy is in force. It's also important to note that in the case of property insurance, the failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan secured on that property. A material fact is relevant information (or misinformation) which could influence our decision to either accept the risk, or the terms offered. Failure to disclose all material facts in response to the questions asked in our Proposal Form or Statement of Fact may entitle the Insurer to avoid this contract of insurance or to refuse all claims, or if different terms were to apply to the Policy, the Policy may be treated as if it had been entered into on those different terms.

If you are a CONSUMER failure to answer any questions in our Proposal Form or Statement of Fact honestly and with reasonable care could also have serious consequences when you are attempting to obtain insurance from any other provider.

If you are not a Consumer breach of your duty of disclosure could also have serious consequences when attempting to obtain insurance from any other provider.

Please make sure that you read all documents issued to you and ensure that you are aware of the cover, limits and other terms that apply. Always ask us if you are unsure of anything and we will be very happy to help.

Important Notice About Your Duty of Disclosure

You are entering a legal contract with an insurance company.

If you are a CONSUMER, that means you are obliged to answer all our questions as set out in the Proposal Form, or Statement of Fact honestly and with reasonable care. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all questions are answered honestly and with reasonable care at the outset or when requested by the insurer. If you make a misrepresentation which is fraudulent we shall be entitled to avoid the contract, refuse all claims, and retain the premiums paid and in addition we are obliged to hand over any documentation/call recordings and/or video footage in our possession to the relevant authorities, which may result in prosecution.

If you are not a CONSUMER, that means you are obliged to answer or confirm all our questions honestly and disclose or confirm all information as set out in the Proposal Form or Statement of Fact. If you have any questions, just ask us and we'll answer them fairly. We would like to ensure that all claims are paid for you, but remember this is only possible when all the facts are disclosed at the outset or when requested by the insurer. It is really important that you disclose all information to us in full. If you fraudulently fail to disclose a material fact or fraudulently misrepresent a material fact in order to obtain insurance the Insurer shall be entitled to avoid the contract of insurance and in addition we are obliged to hand over any documentation/call recordings and/or video footage in our possession to the relevant authorities, which may result in prosecution.

For full details of our duty of disclosure policy please visit our website: http://www.kennco.ie/duty-of-disclosure

KENNCO UNDERWRITING LTD. PRIVACY AND DATA PROTECTION STATEMENT

Data Protection

Who we are
KennCo Underwriting Ltd is a data controller in relation to personal information held about you for the purpose of the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

What personal data do we collect
We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. 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 from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

Why we collect & who we share your personal data with
This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it is provided. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Queries regarding your personal data
We abide by the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018 and if you have any queries with regards to how we use your personal data you may contact our Data Protection Officer at compliance@kennco.ie or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: www.kennco.ie/privacy-statement

Rights of Customers
You have the right of access to the personal data held about you by Ergo and KennCo by sending a written request to the Data Protection Unit, KennCo Underwriting Ltd, Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. You also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information we hold about you.

Sharing of Information
We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

Insurance-Link
Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

Other
If you decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services you accept the use by Ergo and/or KennCo of your personal data as indicated.

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The INSURED having made to INSURERS a PROPOSAL containing particulars and statements which shall form the basis of this contract and are incorporated herein and in consideration of payment of the PREMIUM, INSURERS will provide insurance in accordance with this POLICY during the POLICY PERIOD (or during any subsequent POLICY PERIOD agreed between INSURERS and the INSURED for which the INSURED may make a further PROPOSAL and for which INSURERS may accept payment) subject to the terms contained herein or endorsed hereon. This statement shall not apply where the INSURED is a CONSUMER. Any such written proposal containing particulars and statements made by the INSURED as a CONSUMER shall have effect solely as a representation made by the INSURED to INSURERS prior to entering into this contract.

If the INSURED is a CONSUMER during the POLICY PERIOD, the INSURED shall respond honestly and accurately to all questions asked by INSURERS and shall notify INSURERS in writing of any change in the details provided by the INSURED in the PROPOSAL. The INSURED should contact its insurance advisor if uncertain as to whether it is a CONSUMER.

The POLICY, SCHEDULE(S) and any ENDORSEMENTS shall be read as one contract and any word or expression to which a specific meaning has been attached in any part of the POLICY, its ENDORSEMENT(S) (if any) or the SCHEDULE shall bear the same meaning wherever it may appear.

In the event of any inconsistency between the PROPOSAL and the POLICY then the terms of the POLICY will prevail.

Any general or specific reference to statute(s) or statutory provisions shall be construed as including a reference to any statutory modification, consolidation or re-enactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any conditions attaching thereto.

Certain words in this POLICY are printed in capitals. Those words have been defined in section 1 of the POLICY and bear the meaning defined in that section.

In this contract unless the context otherwise requires -

(a) the singular includes the plural, and vice versa;
(b) the male gender includes the female and neuter genders;
(c) person includes a body corporate;
(d) headings and notes are for information purposes only and are not to be construed as part of the POLICY.

1 Definitions and Interpretations

The following words and phrases are used in this POLICY and in certain instances the words may be used in the plural or singular form. Wherever they appear they are deemed to have the meaning set out below.

1.1 ASBESTOS SURVEYS

Shall mean inspections set out in the Safety, Health and Welfare at Work (exposure to Asbestos) Regulations 2006 (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, injury, illness or disease whether bodily or mental.

1.3 CIRCUMSTANCE

Shall mean an incident, occurrence, fact, matter, act or omission that, regardless of the EXCESS, might give rise to a CLAIM or any other entitlement to indemnity under the POLICY.

1.4 CLAIM

Shall mean:

1.4.1 any demand for, or assertion of a right to, damages or compensation made 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

COMPUTER SYSTEM means 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

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 CONSUMER

Shall have the meaning set out in the Consumer Insurance Contracts Act 2019.

1.9 CYBER LIABILITY CLAIM

Shall mean a CLAIM or CLAIMS relating to:

1.9.1 defamation

1.9.2 malicious falsehood (including slander of title and slander of goods)

1.9.3 unintentional false attribution of authorship or passing off

1.9.4 unintentional infringement of intellectual property rights (including copyright, trademark, service mark, moral rights, patent rights, registered design), breach of confidence or infringement of any rights of privacy

1.9.5 unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use

1.9.6 misuse by any EMPLOYEE of the INSURED'S electronic signature or external email

and arising in consequence of the conduct of PROFESSIONAL BUSINESS transacted via the internet, extranet and/or via the INSURED'S own web site, internet site, web address(es) and/or via the transmission of electronic mail or documents by electronic means.

1.10 DAMAGE

Shall mean accidental physical destruction of or accidental damage to or loss of tangible property.

1.11 DEFENCE COSTS

Shall mean all legal costs and expenses incurred with the prior written and continuing consent of INSURERS (such consent not to be unreasonably withheld, unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any CLAIM and/or CIRCUMSTANCE.

DEFENCE COSTS does not include the INSURED'S own costs and expenses.

1.12 DOCUMENTS

Shall mean all:

1.12.1 documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments) or

1.12.2 records held on computer systems or other data storage systems.

1.13 EMPLOYEE

Shall mean any person acting under a contract of service with the INSURED in respect of the conduct of PROFESSIONAL BUSINESS by the INSURED.

1.14 ENDORSEMENT

Shall mean an endorsement attaching to and forming part of the POLICY.

1.15 ENVIRONMENTAL AUDIT

Shall mean an investigation which is specifically intended to assess whether there is actual POLLUTION present.

1.16 EXCESS

Shall mean the sum (if any) stated in the SCHEDULE against 'Standard Excess' or, where applicable, against 'Variable Excess'.

1.17 INDEMNITY LIMIT FOR CLAIMS

Shall mean the limit of INSURERS' liability under this contract stated in the SCHEDULE against 'Limit of Indemnity' or any lesser applicable limit where such lesser limit appears elsewhere in this POLICY.

1.18 INSURED

Shall mean each of the following:

1.18.1 the PRACTICE

1.18.2 the partners and/or directors and/or MEMBERS of the PRACTICE during the POLICY PERIOD

1.18.3 former partners and/or former directors and/or former MEMBERS of the PRACTICE

1.18.4 in respect of PROFESSIONAL BUSINESS only those persons named as CONSULTANTS or former CONSULTANTS in the PROPOSAL and intended to be covered as INSUREDS

1.18.5 any retired partner, director or MEMBER of the PRACTICE remaining as a CONSULTANT to the PRACTICE

1.18.6 in respect of PROFESSIONAL BUSINESS only any EMPLOYEE and/or former EMPLOYEE of the PRACTICE and any self-employed person

1.18.7 the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in 1.17.1 to 1.17.6 in the event of their death, incapacity, insolvency or bankruptcy.

1.19 INSURERS

Shall mean ERGO Versicherung AG.

1.20 MEMBER

Shall mean a member of a limited liability partnership.

1.21 POLICY

Shall mean this contract of insurance between INSURERS and the INSURED. This POLICY is or shall be deemed to be and shall be treated as a joint insurance policy.

1.22 POLICY PERIOD

Shall mean the period stated in the SCHEDULE as 'Period of Insurance'

1.23 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.

1.24 PRACTICE

The practice or practices named in the SCHEDULE as 'Named Insured', their predecessors and any other practices disclosed to INSURERS in the PROPOSAL.

1.25 PREMIUM

Shall mean the sum(s) of money payable by the INSURED to INSURERS in consideration for INSURERS providing insurance in accordance with this POLICY, being either the sum agreed prior to the POLICY PERIOD or any subsequent POLICY PERIOD agreed between INSURERS and the INSURED or as may be adjusted during the POLICY PERIOD.

1.26 PROFESSIONAL SERVICES

Shall mean:

those services (including the giving of advice) which are undertaken by members of the Royal Institution of Chartered Surveyors (or have otherwise been declared to INSURERS) and which are performed by or on behalf of the PRACTICE within the TERRITORIAL LIMITS

1.26.1 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

1.26.1.1 those services are undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to INSURERS and

1.26.1.2 (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 INSURERS.

1.27 PROPOSAL

Shall mean any signed proposal form and/or declaration and any other information in addition thereto or in substitution thereof supplied to INSURERS by or on behalf of the INSURED prior to the POLICY PERIOD.

1.28 RETROACTIVE DATE

Shall mean the date (if any) stated in the SCHEDULE against 'Retroactive Date'.

1.29 SCHEDULE

Shall mean the schedule to the POLICY issued with the wording at the start of the POLICY PERIOD and as appropriate during the POLICY PERIOD to record any amendments to the cover.

1.30 SERIES OF CLAIMS

Shall mean two or more 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.

1.31 TERRITORIAL LIMITS

Shall mean worldwide excluding United States of America and Canada, unless otherwise stated by ENDORSEMENT.

1.32 CLAIMANT

Shall mean any person or entity (other than an INSURED) who or which has made, or may make, a CLAIM.

2 Scope of Cover

INSURERS agree, subject to the terms of this POLICY:

2.1 Civil Liability

2.1.1 To indemnify the INSURED up to the INDEMNITY LIMIT FOR CLAIMS against any CLAIM or SERIES OF CLAIMS:

2.1.1.1 first made against the INSURED and/or

2.1.1.2 arising out of any CIRCUMSTANCE which the INSURED shall first notify

during the POLICY PERIOD in respect of any civil liability which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED and/or by others acting for and/or on behalf of the INSURED.

2.1.2 The foregoing indemnity includes liability which the INSURED may incur in respect of any CLAIM first made against the INSURED during the POLICY PERIOD for CLAIMANTS' costs and expenses.

2.1.3 The maximum indemnity available to the INSURED under clause 2.1 in respect of each CLAIM or any SERIES OF CLAIMS shall (save as provided elsewhere in this POLICY) not exceed the INDEMNITY LIMIT FOR CLAIMS.

2.1.4 Notwithstanding the INDEMNITY LIMIT FOR CLAIMS, the maximum indemnity available to the INSURED in the aggregate in the POLICY PERIOD in respect of all CYBER LIABILITY CLAIMS shall not exceed €500,000. This amount is not additional to and shall not increase the INDEMNITY LIMIT FOR CLAIMS.

2.2 Awards by The Financial Services & Pensions 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:

2.2.1.1 is first made against the INSURED during the POLICY PERIOD and/or

2.2.1.2 arises out of any CIRCUMSTANCE 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 INSURERS (such consent not to be unreasonably withheld or unreasonably withdrawn) in the investigation of such CIRCUMSTANCE and the investigation, conduct or settlement of any such CLAIM.

2.2.2 The maximum amount payable by INSURERS under clause 2.2 of this POLICY shall not exceed €500,000 in respect of:

2.2.2.1 any single award made by any ombudsman or

2.2.2.2 any series of awards by any ombudsmen attributable to the same originating cause.

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 or CIRCUMSTANCE 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, INSURERS' liability in respect of DEFENCE COSTS shall be limited to the same proportion that the INDEMNITY LIMIT FOR CLAIMS bears to the amount of such settlement or other payment.

2.3.2 The EXCESS shall not apply to DEFENCE COSTS and, save as set out in clauses 2.4, 2.5, 2.6 and 7.3, DEFENCE COSTS are not subject to any limit of indemnity.

2.4 Court Attendance Compensation

2.4.1 To provide compensation to the INSURED, with the prior written consent of INSURERS, in the event that legal advisors acting on behalf of the INSURERS require any of the INSURED or other relevant party (not including expert witnesses) to attend Court or any arbitration or adjudication hearing as a witness of fact in connection with a CLAIM for which cover is afforded under this POLICY. Such compensation will be provided at the following rates for each day or part thereof on which attendance is required:

2.4.1.1 any principal partner, MEMBER or director of the Insured	€750
2.4.1.2 any EMPLOYEE	€350
2.4.1.3 other relevant party	€350

2.4.2 The maximum amount payable by INSURERS under clause 2.4 of this POLICY shall not exceed €50,000 in the aggregate in the POLICY PERIOD.

2.4.3 The EXCESS shall not apply to Court Attendance Compensation.

2.5 Statutory Liabilities

2.5.1 To pay on behalf of the INSURED 80% of any reasonable legal costs and expenses incurred with the prior written consent of INSURERS for the defence of any proceedings first brought against the INSURED during the POLICY PERIOD and notified to INSURERS during the POLICY PERIOD, under the:

2.5.1.1 The Consumer Information Act 1978 and/or

2.5.1.2 The Auctioneers and Housing Agents Acts 1947, 1967, and 1973 and/or

2.5.1.3 The Safety, Health and Welfare at Work Act 2005 and or

2.5.1.4 The Safety health and Welfare (Construction) Regulations 2006 to 2010 and/or

2.5.1.5 The Data Protection Act 1998 and/or

2.5.1.6 similar or successor legislation to that detailed in 2.5.1.1 to 2.5.1.8 above

but only where, in INSURERS' 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 of this POLICY shall not exceed €500,000 in the aggregate for all matters notified in the POLICY PERIOD.

2.5.3 The EXCESS shall not apply to payments made under this Scope of Cover clause 2.5.

2.6 Legal Representation Costs

2.6.1 To pay on behalf of the INSURED 80% of any reasonable legal costs and expenses which are not indemnified as DEFENCE COSTS pursuant to clause 2.3 above and which are incurred by the INSURED with the prior written consent of INSURERS for representation at properly constituted hearings, tribunals or proceedings arising out of any:

2.6.1.1 CLAIM first made during the POLICY PERIOD or

2.6.1.2 CIRCUMSTANCE first notified to INSURERS 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.

2.6.2 The maximum amount payable by INSURERS under clause 2.6 of this POLICY shall not exceed €50,000 in the aggregate for all matters notified in the POLICY PERIOD.

2.6.3 The EXCESS shall not apply to Legal Representation Costs.

2.7 Damage to Documents

2.7.1 To indemnify the INSURED for the reasonable and necessary costs and expenses incurred by the INSURED (with INSURERS' prior written consent) in replacing, repairing, restoring or reconstituting any DOCUMENTS in the event of DAMAGE to such DOCUMENTS, provided:

2.7.1.1 such DOCUMENTS are the property of the INSURED or in the custody, care and control of the INSURED and

2.7.1.2 such DAMAGE first occurs and is first notified to INSURERS during the POLICY PERIOD and

2.7.1.3 such DOCUMENTS are connected directly with the PROFESSIONAL BUSINESS and

2.7.1.4 DOCUMENTS which are stored in electronic or magnetic form are duplicated at least weekly and a duplicate is stored safely at a separate location and

2.7.1.5 the maximum liability of INSURERS is €250,000 in the aggregate in the POLICY PERIOD and such indemnity is inclusive of and not additional to the INDEMNITY LIMIT FOR CLAIMS.

2.7.2 INSURERS shall have no liability under this Scope of Cover clause for DAMAGE to DOCUMENTS arising directly or indirectly from the transmission or effect of any computer virus, malicious computer programme or the like, or any unauthorised access to a COMPUTER SYSTEM.

3 Excess

Subject to the terms and conditions set out in this POLICY

3.1 INSURERS 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 INSURERS shall be liable under clause 2.2 of this POLICY only for that part of :

3.2.1 any single award made by any ombudsman

3.2.2 any series of awards by any ombudsman attributable to the same originating cause

which exceeds the EXCESS.

3.3 INSURERS shall be liable under clause 2.7 of this POLICY only for that part of the loss arising from each and every CLAIM or SERIES OF CLAIMS which exceeds €2,500.

3.4 The EXCESS shall not apply to DEFENCE COSTS.

4 Claims Conditions

All obligations of the INSURED set out in 4.2 and 4.3 are conditions precedent to INSURERS' liability under this POLICY.

4.1 Notification of a CLAIM or CIRCUMSTANCE

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 INSURERS as soon as reasonably possible. All CLAIMS must in any event be notified within ten working days after the expiry of the POLICY PERIOD.

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

- 4.1.2.1 the name of the potential CLAIMANT
- 4.1.2.2 the date of the incident, occurrence, fact, matter, act or omission which has given rise to the CIRCUMSTANCE
- 4.1.2.3 the name of the individual involved in the CIRCUMSTANCE
- 4.1.2.4 the date of the INSURED'S first awareness or discovery of such CIRCUMSTANCE
- 4.1.2.5 the estimated amount of any potential CLAIM which may arise thereafter

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

All CIRCUMSTANCES must in any event be notified prior to the expiry of the POLICY PERIOD.

INSURERS agree that any CIRCUMSTANCE 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:

- 4.1.3.1 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
- 4.1.3.2 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 INSURERS of such discovery as soon as reasonably possible, but in any event prior to the expiry of the POLICY PERIOD.

INSURERS agree 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 of CLAIMS and CIRCUMSTANCES will only be deemed to have been made to INSURERS if made to the claims department of KennCo Underwriting Ltd, Suite 7 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

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 of this POLICY:

4.2.1 notify INSURERS 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 INSURERS 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 of this POLICY give written notice to INSURERS as soon as reasonably possible 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, 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 without INSURERS' 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, INSURERS 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 INSURERS and shall give such information and assistance (as set out at clause 4.6 below) as INSURERS may reasonably require.

4.6 CLAIMS Control & Co-operation

4.6.1 The INSURED shall give to INSURERS all such information and assistance as INSURERS may reasonably require and that are in the INSURED'S power to provide.

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

- 4.6.2.1 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
- 4.6.2.2 by assisting them to present the best possible defence of a CLAIM
- 4.6.2.3 by ensuring access to all and any information that INSURERS or their representatives may require in the defence of a CLAIM or in the investigation of any CIRCUMSTANCE, whether or not privileged
- 4.6.2.4 by making payment on demand of the EXCESS in order to comply with the terms of any settlement agreed by INSURERS
- 4.6.2.5 by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit INSURERS to exercise rights of subrogation 4.6.2.6 by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any CLAIM or CIRCUMSTANCE are preserved in their entirety
- 4.6.2.6 by providing such information and assistance as may be required in investigating issues of POLICY response.

4.6.3 The INSURED shall bear their own costs and expenses incurred in complying with any Claims Condition.

4.7 Fraudulent Requests for Indemnity

If the INSURED is not a CONSUMER and makes any request for indemnity or compensation under this POLICY knowing such request to be false or fraudulent as regards the amount or otherwise this POLICY shall become void ab initio and the INSURED shall forfeit all benefit hereunder and if INSURERS so require, all previous payments by INSURERS shall be refunded by the INSURED.

If the INSURED is a CONSUMER and makes any request for indemnity or compensation under this POLICY which contains information that is false or misleading in any material respect and which the INSURED either knows to be false or misleading or consciously disregards whether it is false or misleading, INSURERS shall be entitled to refuse to pay the claim and shall be entitled to avoid the Policy.

If the INSURED is a CONSUMER and makes any request for indemnity or compensation under this POLICY knowing such request to be

false or fraudulent as regards the amount or otherwise INSURERS may as soon as is practicable after becoming aware of that fact, give written notice to the INSURED that POLICY will be avoided from the date of submission of the fraudulent claim whereupon INSURERS may refuse all liability to the INSURED in respect of any CLAIM made after the date of the fraudulent act, INSURERS need not refund any of the premiums paid under the insurance contract, and if INSURERS so require, all previous payments by INSURERS shall be refunded by the INSURED. Notwithstanding the above, any claim made prior to the submission of the fraudulent claim which is validly made will not be affected by any subsequent fraudulent claim.

5 General Conditions

The following General Conditions apply to this POLICY:

5.1 Discharge of Liability

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

5.1.2 INSURERS shall not be liable for any loss which the INSURED may claim to have sustained in consequence of INSURERS taking the action described in clause 5.1.1.

5.2 INDEMNITY LIMIT FOR CLAIMS and EXCESS

The INDEMNITY LIMIT FOR CLAIMS 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 or compensation under clause 2.1 and all or any of clauses 2.2, 2.4, 2.5, 2.6 and/or 2.7 of this POLICY, the maximum amount payable by INSURERS under clause 2.1 and such other clause or clauses (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 and shall be treated as one CLAIM and INSURERS' liability shall be the same as if the CLAIM had been brought against one INSURED only.

5.4 RETROACTIVE DATE

Where a RETROACTIVE DATE is specified in the SCHEDULE, this POLICY shall not indemnify the INSURED for any CLAIM notified under the terms of this POLICY that arises out of the conduct of PROFESSIONAL BUSINESS prior to the said RETROACTIVE DATE.

5.5 Rights of Recovery

Immediately on the notification of a CLAIM or CIRCUMSTANCE, the INSURED grants to INSURERS 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 co-operate with INSURERS in accordance with Claims Condition clause 4.6. Where the INSURED is a CONSUMER, the rights afforded to INSURERS under this clause apply only to the extent permitted under the Consumer Insurance Contracts Act 2019.

However, INSURERS agree 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. This waiver of subrogation, however, shall not apply to CONSULTANTS or former CONSULTANTS where a separate and valid professional indemnity insurance policy is maintained by or on behalf of those CONSULTANTS.

5.6 Adjudication

The INSURED agrees:

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

5.7 Choice of Law, Insurance Contract Disputes and Jurisdiction

5.7.1 This POLICY shall be governed by and construed in accordance with the laws of the Republic of Ireland.

5.7.2 Any dispute between INSURERS and theINSURED:

5.7.2.1 as to the correct interpretation of the definition of PROFESSIONAL BUSINESS under this POLICY or

5.7.2.2 regarding the application of the Special Institution Condition (clause 6 of this POLICY) 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 Royal Institution of Chartered Surveyors, whose decision shall be binding on both parties.

5.7.3 Notwithstanding the provisions of clause 5.7.2, if the INSURED and INSURERS 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 Senior Counsel, to be mutually agreed between INSURERS 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 INSURERS. In the event of disagreement regarding the appointment of Senior Counsel, the Senior Counsel shall be appointed by the President for the time being of the Royal Institution of Chartered Surveyors. 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 Agent

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

5.9 Reasonable Care

The principal, partners, MEMBERS or directors of the PRACTICE shall take all reasonable precautions to prevent losses or liability arising in connection with the insured risks and in the event of a CLAIM will take all reasonable steps (subject to the Claims Conditions) to prevent further loss.

5.10 Continuing Duty

The INSURED is under a continuing duty beginning with the PROPOSAL and throughout the POLICY PERIOD to disclose as soon as reasonably possible all material changes in information supplied to INSURERS as part of the PROPOSAL.

5.11 Insurance Act 1936

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

5.12 Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of section 113 of the Finance Act 1990.

5.13 Cooling-off period

The INSURED may cancel this POLICY by providing notice in writing to the INSURERS within 14 working days of the date when the INSURED is informed the contract has been concluded.

If the INSURED chooses to cancel this POLICY during the "cooling-off period", they will have to pay a proportional amount of premium for the period of time they had insurance cover.

Where the INSURED entered into this POLICY by means of a distance contract, the 14-day period, known as the 'cooling-off period', starts on:

a) the day the INSURED receives their policy documents following inception of the cover; or

b) the date the POLICY PERIOD starts;

whichever is later.

6 A - Special Institution Condition – Non Consumer

6.1 Where there has been non-disclosure or misrepresentation of facts or untrue statements in the PROPOSAL or in any other information or statements provided to or made to or warranted to INSURERS and there has been no intention to deceive or mislead INSURERS, INSURERS will not be discharged from any liability under this POLICY, provided that where such non-disclosure or misrepresentation has prejudiced the INSURERS' consideration of terms under this POLICY, INSURERS shall be entitled to charge a reasonable additional premium in light of such prejudice.

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

6.2.1 the INSURED had previous knowledge of the CIRCUMSTANCE relating to such CLAIM and

6.2.2 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), INSURERS shall only be liable to afford indemnity to such amount and extent as would have been afforded to the INSURED by such preceding policy.

6.3 Where the INSURED'S breach of or non-compliance with any provision in clauses 4.1, 4.4, 4.5 or 4.6 of this POLICY has resulted in prejudice to the handling or settlement of any CLAIM, INSURERS shall be entitled to reduce the indemnity afforded by this POLICY in respect of such CLAIM (including DEFENCE COSTS) to such sum as in INSURERS' reasonable opinion would have been payable by them in the absence of such prejudice.

6.4 Clause 6.3 shall not apply to Scope of Cover clause 2.2.

6B Special Institution Condition – Consumer

6.1 If you submit a CLAIM and it transpires that there has been a misrepresentation in the PROPOSAL or in any other information or statements provided which is negligent, INSURERS shall be entitled, if cover would not have been offered to, avoid the contract, refuse all claims and return the premiums paid.

6.2 If you submit a CLAIM and it transpires there has been a misrepresentation in the PROPOSAL or in any other information or statements provided which is negligent, INSURERS shall be entitled, if cover would have been offered on different terms, to (i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and (ii) reduce proportionately the amount to be paid on a CLAIM if INSURERS would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

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

6.4.1 the INSURED had previous knowledge of the CIRCUMSTANCE relating to such CLAIM and

6.4.2 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), INSURERS shall only be liable to afford indemnity to such amount and extent as would have been afforded to the INSURED by such preceding policy.

6.4 Where the INSURED'S breach of or non-compliance with any provision in clauses 4.1, 4.4, 4.5 or 4.6 of this POLICY has resulted in prejudice to the handling or settlement of any CLAIM, INSURERS may be entitled to reduce the indemnity afforded by this POLICY in respect of such CLAIM (including DEFENCE COSTS) to such sum as in INSURERS' reasonable opinion would have been payable by them in the absence of such prejudice.

6.5 Clause 6.5 shall not apply to Scope of Cover clause 2.2.

6.6 If a negligent misrepresentation has occurred and there are no claims outstanding, INSURERS may terminate the contract on reasonable notice or give notice to You that we will exercise one or more of the following remedies:

i) avoid the contract, refuse all claims, and return the premiums paid;

ii) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and

iii) reduce proportionately the amount to be paid on a claim if INSURERS would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

7 Exclusions

INSURERS 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.

7.2 Arbitration

Any arbitration award made in respect of any CLAIM or counterclaim where the seat of the arbitration was located outside the Republic of Ireland unless that seat was agreed to by INSURERS.

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 below, 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:

7.3.1.1 first made against the INSURED during the POLICY PERIOD and/or

7.3.1.2 arises out of any CIRCUMSTANCE which the INSURED shall first notify during the POLICY PERIOD

7.3.2 INSURERS shall not be liable for any such CLAIM:

7.3.2.1 directly or indirectly resulting from ASBESTOS SURVEYS carried out by the INSURED

7.3.2.2 arising out of or in any way involving any BODILY INJURY or fear of suffering BODILY INJURY

7.3.3 The maximum amount payable in the aggregate in the POLICY PERIOD by INSURERS in respect of any and all such CLAIMS, any claimants' costs and any DEFENCE COSTS shall not exceed €500,000. This amount is not additional to and shall not increase the INDEMNITY LIMIT FOR CLAIMS.

7.4 Contractual Liability

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

7.4.1.1 the acceptance by the INSURED of an obligation, or the guarantee by the INSURED, of fitness for purpose where this appears as an express term

7.4.1.2 any express guarantee given by the INSURED including any relating to the period of a project

7.4.1.3 any express penalty contained in a contract between the INSURED and a third party

7.4.1.4 any express acceptance by the INSURED of liability for liquidated damages

7.4.2 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 three assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1 October 2001.

7.4.3 Exclusion 7.4 shall not apply if liability would have attached to the INSURED in the absence of the features listed at clause 7.4.1 and 7.4.2 above, or:

7.4.3.1 if INSURERS have expressly approved the contractual terms giving rise to the said liability or

7.4.3.2 in the case of a warranty for professional services in the form published by the Royal Institute of Architects of Ireland (RIAI), the Institute of Engineers in Ireland (IEI) and / or the Society of Chartered Surveyors.

7.5 Controlling Interest

Any CLAIM brought by either:

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

7.5.2 any entity exercising a controlling interest over the INSURED by virtue of their having a financial or executive interest in the operation of the INSURED

unless such CLAIM is made against the INSURED for an indemnity or contribution in respect of a CLAIM made by an independent third party.

7.6 Cyber and Data Exclusion

Notwithstanding any provision to the contrary, this policy excludes any:

i) LOSS

ii) Loss, damage, claim, cost expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from , arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, regardless of any other cause or event contributing concurrently or in any other sequence thereto

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This exclusion supersedes any other wording in the policy or any endorsement thereto having a bearing on CYBER LOSS

7.7 Directors' and 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.

7.8 Dishonesty or Fraud

Any CLAIM arising out of any dishonesty or fraud of any INSURED save to the extent that the CLAIM arises by reason of and was solely and directly caused by the (actual or allegedly) 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:

7.8.1 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 any other INSURED, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty

7.8.2 any dishonesty and/or fraud committed by a person or persons acting in concert shall for the purposes of this POLICY be treated as one CLAIM

7.8.3 the annual accounts of the INSURED have been (and where applicable are being) prepared and/or certified by an independent and properly qualified accountant or auditor in accordance with the RICS Rules of Conduct, and the client accounts of the INSURED, where applicable, have been kept in accordance with those Rules.

7.9 Financial Services

7.9.1 Any CLAIM arising out of any activities regulated by the Central Bank of Ireland or any other competent authority under the Investment Intermediaries Act 1995 as amended by the Central Bank Act 1997, Investment Compensation Act 1998, Insurance Act 2000 and the Insurance Distribution Regulations 2018 as amended from time to time.

7.9.2 This exclusion will not apply to mortgage intermediary activities and / or insurance mediation activity relating to general insurance contracts only carried out 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 or punitive, multiple, aggravated or exemplary damages where such have been identified separately within any award of any court or tribunal.

7.11 Insolvency of the INSURED

Any CLAIM arising out of or relating solely to the insolvency or bankruptcy of the INSURED. This exclusion, however, shall not apply to:

7.11.1 any CLAIMS in respect of monies held on behalf of third parties and/or

7.11.2 any CLAIM that otherwise would be indemnified by this POLICY but for the insolvency or bankruptcy of the INSURED.

7.12 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.

7.13 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.

7.14 Liability involving Transport or Property owned by the INSURED

Any CLAIM arising directly or indirectly out of:

7.14.1 the ownership, possession or use by or on behalf of the INSURED of any aircraft, watercraft, hovercraft, motor vehicle or trailer

7.14.2 the ownership or possession by or on behalf of the INSURED of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by the INSURED.

7.15 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.

7.16 Nuclear Risks

Any CLAIM whether directly or indirectly caused by, contributed to by, or arising from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

7.16.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

7.16.2 the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7.17 Ombudsman

Any ombudsman's award except to the extent covered under Scope of Cover clause 2.2.

7.18 Other Policies

Any CLAIM where the INSURED is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this POLICY not been effected.

7.19 POLLUTION

Any CLAIM arising directly or indirectly from POLLUTION.

Subject always to POLICY terms, 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:

7.19.1 Such CLAIM is:

7.19.1.1 first made against the INSURED and/or

7.19.1.2 arises out of any CIRCUMSTANCE which the INSURED shall first notify during the POLICY PERIOD

7.19.2 INSURERS shall not be liable for any such CLAIM directly or indirectly resulting from ENVIRONMENTAL AUDITS carried out by the INSURED

7.19.3 Save as set out at clause 7.18.4 the maximum amount payable in the aggregate in the POLICY PERIOD in respect of any such CLAIMS (including claimants' costs and any DEFENCE COSTS) shall not exceed the INDEMNITY LIMIT FOR CLAIMS. This indemnity is not additional to and shall not increase the INDEMNITY LIMIT FOR CLAIMS

7.19.4 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

7.19.5 For the purposes of clause 7.19 of this POLICY only asbestos is deemed not to be a contaminant or pollutant.

7.20 Previous CLAIMS or CIRCUMSTANCES

Any CLAIM or CIRCUMSTANCE the INSURED was or should have been aware of prior to the inception of this POLICY, provided that this clause 7.20 shall not reduce the rights of the INSURED under (or otherwise affect the application of) clause 6 Special Institution Condition.

7.21 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.

7.22 Surveys and Valuations (qualifications and experience)

Any CLAIM arising out of

7.22.1 a survey and / or valuation unless it was undertaken by:

7.22.1.1 Anyone who is:

7.22.1.1.1 a Fellow, or Associate of the Society of Chartered Surveyors or a Fellow or Professional Member or Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS); or

7.22.1.1.2 a Fellow or Associate of the Irish Auctioneers and Valuers Institute (IAVI) or a Fellow or Associate of the Institute of the Professional Auctioneers and Valuers (IPAV) or a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or

7.22.1.1.3 a Fellow or Associate of the Architects and Surveyors Institute (ASI); or

7.22.1.1.4 a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or

7.22.1.1.5 a Fellow or Associate of the Royal Institute of Architects of Ireland (RIAI); or

7.22.1.1.6 a Fellow or Associate of the Royal Institute of British Architects (RIBA); or

7.22.1.1.7 a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or

7.22.1.2 anyone who has not less than five years' experience of such work or

7.22.1.3 any other person delegated by the INSURED to execute such work subject always to:

7.22.1.3.1 supervision of such work by a person qualified in accordance with clause 7.21.1.1 and 7.21.1.2 above, or

7.22.1.3.2 agreement in writing having been obtained from INSURERS prior to cover being granted.

7.23 Trading Losses

Any CLAIM arising out of any trading losses or trading liabilities incurred by the INSURED including loss of any business or custom.

7.24 USA and Canada

Any CLAIM instituted or pursued in the United States of America, its territories and possessions or Canada (whether for the enforcement of a judgment 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.

7.25 Viruses

Any CLAIM arising directly or indirectly out of the transmission or receipt of:

7.25.1 a virus and/or

7.25.2 a program and/or

7.25.3 a code

that causes loss of or DAMAGE to any DOCUMENTS and/or COMPUTER SYSTEM and/or prevents or impairs any COMPUTER SYSTEM from performing and/or functioning accurately or properly.

7.26 War Risks

7.26.1 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.

7.26.2 For the purpose of clause 7.25.1 an 'act of terrorism' means an act, including but not limited to the use of force or violence and/or 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 or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

7.26.3 This exclusion also excludes any CLAIM, costs or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with, any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

7.26.4 If INSURERS allege that by reason of this exclusion, any CLAIM, cost or expense is not covered by this POLICY the burden of proving the contrary shall be upon the INSURED.

8 Additional Clause

8.8 RICS Minimum Terms and Conditions prevail

8.8.1 This POLICY is intended to meet the minimum professional indemnity insurance wording requirements of the Royal Institution of Chartered Surveyors (RICS).

8.8.2 For the avoidance of doubt in any dispute in connection with any provision of this POLICY it is understood and agreed that the minimum professional indemnity wording requirements of the RICS (as applicable at the start of the POLICY PERIOD) will take precedence over any provision of this POLICY which is less favourable to the INSURED.