

DUAL Ireland

Professional Indemnity Insurance

For Miscellaneous Professions

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 during the PERIOD OF INSURANCE.

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 **APPOINTED REPRESENTATIVE** shall mean any self-employed person including sub-consultants directly appointed by contract by the INSURED to act on the INSURED's behalf and for whom the INSURED is liable.
- 1.2 **BODILY INJURY** shall include:
 - 1.2.1 death, injury, illness or disease
 - 1.2.2 mental injury, mental anguish or shock (excluding libel, slander and defamation)
- 1.3 **BUSINESS** means the professional services performed or the advice given by the INSURED in relation to those activities declared in the proposal form or statement of fact and as otherwise described in the SCHEDULE.
- 1.4 **CIRCUMSTANCE** shall mean information or facts or matters of which the INSURED is aware which may give rise to a CLAIM against the INSURED for which the INSURED could become legally liable to pay and which arises out of the exercise and conduct of the BUSINESS.
- 1.5 **CLAIM(S)**: Any written or oral demand for monetary damages or other relief including non-pecuniary relief and/or any civil arbitration or adjudication proceedings including counterclaim and appeal.
- 1.6 **CO-OPERATE** shall mean that the INSURED:
 - 1.6.1 assists the INSURER and their duly appointed representatives to put forward the best possible defence of a CLAIM within the time constraints available
 - 1.6.2 shall have adequate internal systems in place which will allow ready access to material information
 - 1.6.3 shall at all times and at its own cost provide the INSURER or its appointed representatives with all such information, assistance, signed statements or depositions as may be required to facilitate all applicable civil procedure rules and recoveries
 - 1.6.4 shall pay the EXCESS on demand of the INSURER or its duly appointed representatives to comply with any settlement agreement by the INSURER
- 1.7 **DEFENCE COSTS** shall mean all costs and expenses incurred in the investigation, defence or settlement of any CLAIM or CIRCUMSTANCE notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this insurance.
- 1.8 **DOCUMENTS** shall mean all:
 - 1.8.1 documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments) the property of the Insured or for which they are responsible
 - 1.8.2 computer system records
- 1.9 **EMPLOYEE** shall mean any person including any trainee or consultant presently or formerly under a contract of service with the INSURED or predecessors at the time of any neglect error or omission giving rise to a CLAIM.
- 1.10 **EXCESS(ES)** shall be the amount shown in the SCHEDULE unless otherwise stated in the policy and shall be the first amount of each claim that is payable by the INSURED and which will not be indemnified by the INSURER. Where more than one CLAIM is made during the PERIOD OF INSURANCE which arises from the same original cause then only a single EXCESS shall apply in respect of such CLAIMS.

- 1.11 **INSURED** shall mean any of the following:
- 1.11.1 the Firm(s) named in the Schedule
 - 1.11.2 any predecessors in business
 - 1.11.3 those persons named in the last completed Proposal Form as Partner(s), Director(s) or Principal(s) in the Firm(s) and any other person(s) who have subsequently become so named prior to the expiry of the PERIOD OF INSURANCE specified in the SCHEDULE
 - 1.11.4 any former Partner(s), Director(s) or Principal(s) of the Firm(s) for services performed for and on behalf of the Firm(s) including retired Partner(s), Director(s) or Principal(s) remaining as Consultant(s) to the Firm(s)
- 1.12 **INSURER** shall mean Aspen 5383 Lloyds Brussels.
- 1.13 **LIMIT OF INDEMNITY** shall mean the sum shown in the SCHEDULE which is available to indemnify the INSURED in respect of each CLAIM provided always that where more than one CLAIM arises from the same original cause, all such CLAIMS shall be deemed to be one CLAIM and only one LIMIT OF INDEMNITY will be payable in respect of the aggregate of all such CLAIMS.
- 1.14 **MULTIPLE CLAIMS** All CLAIMS attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original source or cause shall be regarded as one CLAIM and shall not exceed the LIMIT OF INDEMNITY stated in the Schedule. Where the INSURER is liable to indemnify more than one person, firm, company or body the total amount payable under the policy shall not exceed the LIMIT OF INDEMNITY stated in the Schedule.
- 1.15 **PERIOD OF INSURANCE** shall mean the period of insurance as specified in the SCHEDULE plus any extensions to the period which may be granted by the INSURER.
- 1.16 **POLLUTION** shall mean
- 1.16.1 all pollution or contamination of buildings or land or structures or of water or the atmosphere
 - 1.16.2 all loss damage or BODILY INJURY directly or indirectly caused by or arising from such pollution or contamination
- 1.17 **SCHEDULE** shall mean the document entitled "SCHEDULE" that relates to this insurance.
- 1.18 **TERRITORIAL LIMITS** shall mean anywhere in the world excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the SCHEDULE.
- 1.19 **TRADE SECRET(S)** shall mean any information that derives any independent economic value whether actual or potential from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic benefit from its use or disclosure.

2 Insuring Clause

This is “a claims made” policy. It covers CLAIMS made or CIRCUMSTANCES notified to the INSURER during the PERIOD OF INSURANCE.

- 2.1 The INSURER will indemnify the INSURED up to the LIMIT OF INDEMNITY in respect of any civil liability for any loss(es) arising from any CLAIM first made against the INSURED in the exercise and conduct of BUSINESS and notified to the INSURER during the PERIOD OF INSURANCE:
 - 2.1.1 arising from breach of duty in the conduct and performance of the BUSINESS
 - 2.1.2 arising out of any Libel or Slander or Defamation committed by the INSURED or any EMPLOYEE or APPOINTED REPRESENTATIVE in good faith and without malice
 - 2.1.3 arising from any unintentional breach of confidentiality by the INSURED, an EMPLOYEE or an APPOINTED REPRESENTATIVE
 - 2.1.4 arising from an unintentional breach of copyright or patent or other intellectual property right by the INSURED, EMPLOYEE or APPOINTED REPRESENTATIVE
 - 2.1.5 arising from any other civil liability unless excluded herein

3 Extensions

3.1 Loss of DOCUMENTS

In the event of any physical loss of or damage to DOCUMENTS suffered and notified to the INSURER during the PERIOD OF INSURANCE, the INSURER will indemnify the INSURED for any CLAIM or reasonable and necessary costs and expenses incurred (for which the INSURER has given prior written consent) in replacing, restoring or reconstituting DOCUMENTS either owned by the INSURED or which are in the INSURED's custody, care or control.

Indemnity is not provided in respect of DOCUMENTS which are stored on magnetic or electrical media unless such DOCUMENTS are duplicated on magnetic or electrical media and deposited at a separate location with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the documents to their original status.

The total liability of the INSURER under this extension is €250,000 any one claim and in the aggregate any one PERIOD OF INSURANCE. If the INDEMNITY LIMIT shown in the SCHEDULE is less than €250,000, the LIMIT OF INDEMNITY noted in the SCHEDULE will apply. An EXCESS of €1,000 each and every claim will apply to this section. Should the EXCESS shown in the SCHEDULE be less than €1,000, the EXCESS in the SCHEDULE shall apply.

3.2 Dishonesty of EMPLOYEES

The INSURER will indemnify the INSURED in respect of any CLAIM first made against the INSURED and notified to the INSURER during the PERIOD OF INSURANCE in the exercise and conduct of BUSINESS which arises out of any dishonest, fraudulent, malicious or criminal act or omission on the part of any EMPLOYEE or APPOINTED REPRESENTATIVE provided that:

- 3.2.1 no person committing such dishonest, fraudulent, malicious or criminal act or omission shall be entitled to indemnity
- 3.2.2 on request of the INSURER, the INSURED shall take all reasonable steps to effect recovery from the person, or the personal representative of such person, committing or condoning such dishonest or fraudulent act or omission
- 3.2.3 any monies which but for such dishonest, fraudulent, malicious or criminal act or omission would be due from the INSURED to the person committing such an act, or any monies held by the INSURED and belonging to such person or any monies recovered from such a person shall be deducted from any amount payable under this insurance

3.3 DEFENCE COSTS

The INSURER will pay DEFENCE COSTS which are incurred by the INSURER or by the INSURED with the INSURER's written consent in connection with any CLAIM under this policy. Such DEFENCE COSTS shall be payable in addition to the LIMIT OF INDEMNITY and shall not be subject to the EXCESS.

In the event that a settlement is made which exceeds the LIMIT OF INDEMNITY available, the liability of the INSURER for such DEFENCE COSTS shall be in the same proportion that the LIMIT OF INDEMNITY bears to the sum which would be payable by the INSURER but for the LIMIT OF INDEMNITY.

3.4 Compensation for Court Attendance

In the event that the INSURER's legal advisers require the INSURED to attend court as a witness in connection with a CLAIM first made against the INSURED and notified to the INSURER during the PERIOD OF INSURANCE, the INSURER agrees to provide compensation for each day or part day on which attendance is required. The INSURER's liability shall not exceed:

- 3.4.1 €600 per day or part day per director, partner or principal

3.4.2 €300 per day or part day per employee

3.5 **Mitigation Costs**

The INSURER will indemnify the INSURED for costs reasonably incurred with the INSURER's prior written consent which will not be unreasonably withheld in respect of any action taken to avert or mitigate a loss that would otherwise be the subject of a CLAIM under this insurance.

3.6 **Public Relations Costs**

The INSURER will indemnify the INSURED for costs reasonably incurred with the INSURER's prior written consent (including advertising costs) and notified to the INSURED during the PERIOD OF INSURANCE to employ a Public Relations consultant to avert or mitigate any material damage to the Insured's reputation and/or brand as a result of a claim notified under the Policy. The total liability of the INSURER under this extension is €50,000 any one claim and in the aggregate any one PERIOD OF INSURANCE and is included in, not in addition to, the LIMIT OF INDEMNITY shown on the SCHEDULE.

3.7 **Joint Venture/Consortium**

The INSURER will indemnify the INSURED for any CLAIM first made against the INSURED and notified to the INSURER during the PERIOD OF INSURANCE which the INSURED becomes legally liable to pay, whether jointly or severally, which arises out of the exercise and conduct of BUSINESS whilst a member of a joint venture or consortium whether or not the joint venture or consortium is conducted through a separate legal entity and provided always that the relevant fees or turnover (not merely the INSURED's fees/turnover) have been declared to the INSURER. This extension shall only apply to acts of the INSURED.

4 Exclusions

These exclusions are applicable to the entire policy unless otherwise specified.

The INSURER will not indemnify the INSURED in respect of any liability for or directly or indirectly arising out of or in any way involving:

- 4.1 **APPOINTED REPRESENTATIVE** - any CLAIM arising out of or in any way involving the INSURED's liability for the activities of any APPOINTED REPRESENTATIVE that are outside the scope of the APPOINTED REPRESENTATIVE's appointment and/or authority.
- 4.2 **Asbestos** - any claim or loss involving asbestos.
- 4.3 **BODILY INJURY and/or Property Damage** - the injury, disease, illness (including mental illness) or death of any person or loss of or damage to property (including loss of use) unless arising out of negligent act, error or omission arising from the exercise and conduct of the BUSINESS.
- 4.4 **Known CLAIM and CIRCUMSTANCE** - any CLAIM or CIRCUMSTANCE notified under any insurance which was in force prior to the inception of this insurance or any CLAIM or CIRCUMSTANCE disclosed as a material fact to the INSURER prior to the inception of this insurance and which formed the basis of this insurance or any CIRCUMSTANCE that may give rise to a CLAIM of which the INSURED was aware, or should have been aware of, prior to the inception of this insurance.
- 4.5 **Contractual Liabilities** - any CLAIM arising from any warranty indemnity guarantee or undertaking given by the INSURED in the course of the BUSINESS except where such liability would have attached in the absence of such warranty agreement indemnity guarantee or undertaking.
- 4.6 **Controlling Interest** - any CLAIM made against the INSURED by:
 - 4.6.1 any entity in which the INSURED exercises a controlling interest, or
 - 4.6.2 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 BUSINESS
- 4.7 **Directors & Officers Liability** - any CLAIM arising from performing the duties of a director, officer or trustee of the INSURED or any other entity.
- 4.8 **Employers Liability** - the injury, disease, illness (including mental stress) or death of any EMPLOYEE arising out of and in the course of his/her employment for or on behalf of the INSURED or any breach of any obligation owed by the INSURED as an employer to any EMPLOYEE or applicant for employment.
- 4.9 **EXCESS** - The EXCESS as noted in the SCHEDULE. DEFENCE COSTS will not be subject to the EXCESS.
- 4.10 **Failure to account for Monies** - any CLAIM arising from the failure by the INSURED to account for monies in the event of the insolvency receivership liquidation or bankruptcy of the Insured.
- 4.11 **Failure to Arrange Insurance and/or Finance** - any CLAIM arising from the failure of the INSURED, EMPLOYEE or APPOINTED REPRESENTATIVE in connection with the effecting, placement or ongoing maintenance of insurance and/or finance.
- 4.12 **Fines, Penalties, Punitive, Multiple or Exemplary Damages** - Fines, penalties, punitive, multiple or exemplary damages where such have been identified separately within any judgment or award, other than in respect of defamation libel or slander but only to the extent that same are insurable at law.
- 4.13 **Fraud Dishonesty and Criminal act** - any act, error or omission of any partner or director of the INSURED which is dishonest, fraudulent, criminal, malicious or any CLAIM or loss where any person has committed a dishonest, fraudulent, malicious or criminal act after discovery by the INSURED or reasonable suspicion that such an act has been committed.

- 4.14 **Insolvency** - Any CLAIM arising directly or indirectly from the insolvency, receivership or bankruptcy of the INSURED.
- 4.15 **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 where such other insurance is written as specific excess insurance to this insurance; in any event, this policy shall only apply to the extent of such part of the LIMIT OF INDEMNITY exceeds the limit of the other policy(ies).
- 4.16 **Investment Failure to Perform** - any CLAIM for the lack of appreciation, or for the depreciation, of any investments, including but not limited to bonds, securities, commodities, currencies, options and futures, as a result of fluctuations in any bonds, securities, commodities, currencies, options and futures markets which are outside the control or influence of the Insured or any express or implied guarantee or warranty relating to the financial return of any investment or portfolio of investments. Furthermore, no indemnity is provided in respect of any advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation.
- 4.17 **Jurisdiction** - any CLAIM brought or enforcement of any judgement or award entered against the INSURED in any court of the United States of America or Canada or any territories which come under the jurisdiction of the United States of America or Canada.
- 4.18 **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:
- 4.18.1 aircraft, watercraft, hovercraft, motor vehicle or trailer
- 4.18.2 any building, structure, premises or land
- 4.19 **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 there from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
- 4.19.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear component thereof
- 4.19.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4.20 **Patents & TRADE SECRETS** - any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a TRADE SECRET.
- 4.21 **Pensions Trustee Liability** - the INSURED acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.
- 4.22 **POLLUTION** - any CLAIM based upon, arising out of, relating to, in consequence of or in any way involving POLLUTION unless it was caused by a negligent act, negligent error or negligent omission by the INSURED or APPOINTED REPRESENTATIVES and provided such POLLUTION was not caused by an intentional act. In respect of any CLAIM arising from POLLUTION, the LIMIT OF INDEMNITY shall be amended to "Any one claim and in the aggregate any one PERIOD OF INSURANCE" and not as stated in the SCHEDULE. Further, in respect of any CLAIM for POLLUTION, DEFENCE COSTS shall not be paid in addition to but shall be included within the LIMIT OF INDEMNITY and shall be the subject of the EXCESS.
- 4.23 **Sale or Supply of Goods** - any CLAIM or CIRCUMSTANCE arising from the supply, manufacture, construction, alteration, repair, sale, installation or maintenance of any goods or products sold, distributed or supplied by the INSURED unless such CLAIM or CIRCUMSTANCE arises from the negligent design or negligent specification of the INSURED or EMPLOYEE or APPOINTED REPRESENTATIVE.

- 4.24 **TERRITORIAL LIMITS** - any BUSINESS or work or activities undertaken or performed by the INSURED outside the TERRITORIAL LIMITS as defined in 1.18.
- 4.25 **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.
- 4.26 **War and Terrorism** - any consequence whether direct or indirect of any act of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

4.27 **Cyber and Data Protection Law**

It is hereby noted and agreed that

- 4.27.1 save as expressly provided in this clause, or by other restrictions in this insurance specifically relating to the use of, or inability to use, a COMPUTER SYSTEM, no cover otherwise provided under this insurance shall be restricted solely due to the use of, or inability to use, a COMPUTER SYSTEM
- 4.27.2 indemnity is not provided in respect of any CLAIM, loss, damage, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from, or directly arising out of
- 4.27.2.1 a CYBER ACT; or
- 4.27.2.2 any partial or total unavailability or failure of any COMPUTER SYSTEM
provided the COMPUTER SYSTEM is owned or controlled by the INSURED or any other party acting on behalf of the INSURED in either case; or
- 4.27.2.3 the receipt or transmission of malware, malicious code or similar by the INSURED or any other party acting in the behalf of the INSURED
- 4.27.3 indemnity is not provided in respect of any CLAIM, loss, damage, liability, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of services provided
- 4.27.3.1 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 and software owned by the INSURED
- 4.27.3.2 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
- 4.27.4 indemnity is not provided in respect of any CLAIM, loss, damage, liability, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of DATA PROTECTION LAW by the INSURED or any other party acting on behalf of the INSURED
- 4.27.5 any cover for costs of reconstituting or recovering loss, inaccessible or damaged DOCUMENTS owned or controlled by the INSURED or any other party acting on behalf of the INSURED in this insurance shall not apply to DATA

For the purposes of this clause, the following definitions apply:

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

CYBER ACT means unauthorised, malicious or criminal act or series of unrelated unauthorised, malicious or criminal acts, regardless of time and place, or threat or hoax thereof, involving access to, processing of, use of or operation of any COMPUTER SYSTEM.

DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

DATA PROTECTION LAW means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which governs 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 authority from time to time (all as amended, updated or re-enacted from time to time).

5 Claims Conditions

The following claims conditions apply to this insurance:-

5.1 Conditions Precedent to Liability

All conditions set out below 5.2 to 5.6 are deemed to be conditions precedent to INSURER's liability under this insurance.

5.2 Notification Procedure

The INSURED must notify the INSURER in writing as soon as practicable and in any event not later than the expiry of the PERIOD OF INSURANCE:

5.2.1 of any CLAIM received by the INSURED for which indemnity is provided under this insurance

5.2.2 if during the PERIOD OF INSURANCE the INSURED becomes aware of any CIRCUMSTANCE or any intimation that a claim will or may be made against the insured

5.2.3 if during the PERIOD OF INSURANCE the INSURED receives any claim form, particulars of claim, arbitration notice or any formal documentation commencing legal proceedings and the INSURED will submit a copy of such correspondence with the notification

The INSURER agrees that any CIRCUMSTANCE notified to it during the PERIOD OF INSURANCE which subsequently gives rise to a CLAIM after expiry of the PERIOD OF INSURANCE shall be deemed to be a CLAIM first made during the PERIOD OF INSURANCE

Notification under 5.2.1, 5.2.2 or 5.2.3. is to be made irrespective of the INSURED's views on liability or validity.

5.3 Notice

Notice to the INSURER under condition 5.2.2 shall not be valid unless it has been received in writing by the persons noted in the schedule.

5.4 No Admission of Liability

The INSURED or EMPLOYEE or CONSULTANT shall not admit liability, make an offer of payment, compromise, settle, or negotiate in respect of any CLAIM or CIRCUMSTANCE where the INSURED has requested an indemnity under this insurance unless the prior written consent of the INSURER has been given.

5.5 Conduct of CLAIMS

The INSURER shall be entitled to take over, and conduct in the name of the INSURED, the investigation, defence or settlement of any CLAIM or CIRCUMSTANCE or to prosecute in the name of the INSURED for its own benefit any CLAIM and shall retain full discretion in the conduct of any proceedings and settlement. The INSURED shall give all such assistance, at the INSURED's own expense, as the INSURER may reasonably require. The INSURER shall not be required to contest any legal proceedings unless by mutual agreement between the INSURED and the INSURER or unless a Senior Counsel shall advise that such proceedings should be contested with the probability of success.

5.6 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 and all CLAIMS hereunder shall be forfeited.

5.7 **Service of Suit**

The INSURER agrees that all summonses, notices or processes requiring to be served on the INSURER for the purpose of instituting legal proceedings against it in connection with this insurance will be deemed properly served if addressed to them and delivered to them care of:

DWF LLP
5 George's Dock
IFSC
Dublin 1

6 General Policy Conditions

6.1 Duty to CO-OPERATE

It is a condition precedent to indemnity being provided under this insurance that the INSURED CO-OPERATES with the INSURER as defined in DEFINITION 1.6. Where the INSURED's failure to CO-OPERATE has resulted in prejudice to handling or settlement of a CLAIM, the INSURER shall at its sole discretion be entitled to reduce the indemnity provided by this insurance in respect of such CLAIMS (including indemnity in respect of any DEFENCE COSTS) to such a sum as in the INSURER's reasonable opinion would have been payable by the INSURER in the absence of such prejudice.

6.2 Retroactive Date

Where a Retroactive Date is specified in the SCHEDULE, this insurance will not indemnify the INSURED for any CLAIM or CIRCUMSTANCE arising from or attributable to the exercise and conduct of the INSURED BUSINESS prior to said Retroactive Date.

6.3 Subrogation

The INSURED grants to the INSURER all rights of recovery against any parties from whom a recovery may be made and the INSURED shall take all reasonable steps to preserve such rights. The INSURER agrees to waive such rights of recovery against any current or former EMPLOYEE or APPOINTED REPRESENTATIVE unless liability has resulted in whole or in part from any act or omission of such person which is dishonest, fraudulent, criminal or malicious.

6.4 Duty of Utmost Good Faith

The INSURED owes the INSURER a duty of utmost good faith. The INSURED is under a duty to disclose all material facts and information and CIRCUMSTANCES before and at the time this insurance is agreed. This duty continues throughout the PERIOD OF INSURANCE. Any material non-disclosure or misrepresentation may entitle the INSURER to avoid the insurance from inception.

All information given or representations made shall form the basis of the insurance and any materially inaccurate representation may entitle the INSURER to avoid the insurance from inception.

6.5 Cancellation Clause

This insurance may be cancelled by the INSURER notifying the INSURED in writing by registered post at the address of the INSURED set out in the proposal form or statement of fact, or in any updating documentation provided by the INSURED, at least 30 days in advance of the effective cancellation date. Proof of mailing shall be sufficient proof of notice and the insurance will be deemed cancelled at the date specified in the written notice issued by the INSURER. In such case the Insured shall be entitled to a pro-rata return of premium.

This insurance may be cancelled by the INSURED at any time by giving notice in writing to the INSURER. There is no obligation on the INSURER to return premium.

6.6 Premium Payment Condition

The INSURED undertakes that the premium will be paid to INSURERS 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.

6.7 Mediation of Insurance Disputes

If any difference should arise between the INSURER and the INSURED in connection with or in relation to this insurance or to its existence, validity or termination, or to the determination of the amount or any amounts payable under this insurance, such differences shall, in the first instance, be referred to a mediator at the option of either party to the contract of insurance. Within 14 days of receiving notice of the intention to refer the matter to mediation, the parties will agree to appoint a suitable mediator to mediate the dispute between them, and in default of the parties being able to agree upon a mediator, the appointment of the Mediator shall be made by the President of the Incorporated Law Society of Ireland when requested to nominate one.

6.8 Severable Liability Notice

The subscribing insurers obligations under insurances to which they subscribe 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 whatsoever does not satisfy all or part of its obligations.

6.9 Avoidance by the INSURER

In the event that the INSURER is entitled to avoid this insurance ab initio for any reason, the INSURER may at its absolute discretion elect instead to give notice to the INSURED that it regards this insurance as being in full force and effect except that no indemnity will be provided under this insurance that arises from or is related to the grounds that entitled the INSURER to cancel this insurance.

6.10 Settlement of CLAIMS and Discharge of Liability

The INSURER may, at its sole discretion and at any time in connection with any CLAIM or CIRCUMSTANCE, pay to the INSURED an amount in respect of the INSURER's liability to provide indemnity under this insurance up to the LIMIT OF INDEMNITY (less any sums already paid) or such lesser amounts for which the INSURER believes the CLAIM or CIRCUMSTANCE can be settled (including claimants costs). Upon discharge of this sum, the INSURER will cease to have any further liability under this insurance.

6.11 Sanctions Endorsement

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 or United States of America.

Schedule

Policy Number	
INSURED	
Address	
BUSINESS	and as described in the Proposal Form
PERIOD OF INSURANCE	Click here to enter a date (00:01hrs) to Click here to enter a date. (23:59hrs)
Renewal Date	Renewal date
LIMIT OF INDEMNITY	€Indemnity limit Indemnity basis
EXCESS	€Excess excess basis
Retroactive Date	Retroactive date
Jurisdiction	Select
TERRITORIAL LIMITS	Select
Conditions	As per MISC1 CIVIL 0225B DUI policy wording plus the following endorsements: Intentionally blank BESPOKE ENDT Consumer Insurance Contracts Act 2019
Date of proposal form or statement of fact	This insurance is based on the proposal form or statement of fact, 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
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
Premium	€ plus 5% Government levy and €1 stamp duty (€ inclusive)

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 F3F24, Ireland.

Endorsements to policy number _____ :

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

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enquiry@dualgroup.ie

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Directors: Barry O'Dwyer (Managing), Ralph Snedden (British), Richard Clapham (British).