

DUAL Ireland

Professional Indemnity Insurance

For Accountants

Policy Document

DUAL

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. Its firm reference number is C187789. DUAL Underwriting Ireland DAC is registered in Ireland No. 633531 with its registered offices at: 98 St Stephen's Green, Dublin, 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: 3 November 2025

1 Definitions

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

- 1.1 **ALTERNATE** shall mean any individual practitioner, partnership, limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.
- 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 **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 PROFESSIONAL BUSINESS.
- 1.4 **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.
- 1.5 **CO-OPERATE** shall mean that the INSURED:
 - 1.5.1 assists the INSURER and their duly appointed representatives to put forward the best possible defence of a CLAIM within the time constraints available
 - 1.5.2 shall have adequate internal systems in place which will allow ready access to material information
 - 1.5.3 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
 - 1.5.4 shall pay the EXCESS on demand of the INSURER or its duly appointed representatives to comply with any settlement agreement by the INSURER
- 1.6 **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.
- 1.7 **DIRECTOR** shall have the meaning given in by section 1173 of the Companies Act 2006 (UK), section 2 of the Companies Act 1963 of Ireland or section 27 of the Companies Act 2009 of Ireland as appropriate or any amendment or re-enactment thereof.
- 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 **EXCESS** 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.
- 1.10 **FIRM(S)** shall mean the firm(s) or sole practitioner(s) or company(ies) or limited liability partnership(s) or any other entity(ies) named in the SCHEDULE and includes the predecessors in business of the said FIRM(S).
- 1.11 **INSURED** shall mean any of the following:

- 1.11.1 the FIRM(S) named in the Schedule
- 1.11.2 any present or former PARTNER or DIRECTOR or MEMBER of the FIRM and any person who may at any time during the PERIOD OF INSURANCE become a PARTNER, DIRECTOR or MEMBER of the FIRM
- 1.11.3 any such former PARTNER, DIRECTOR or MEMBER whilst acting as a consultant to the FIRM(S)
- 1.11.4 any present or former employee of the FIRM
- 1.11.5 any person who is or has been under a contract for services with the FIRM(S) provided that any CLAIM arises out of the exercise and conduct of PROFESSIONAL BUSINESS
- 1.11.6 the estate and/or legal representatives of any of the persons mentioned in 1.11.2 to 1.11.5 above
- 1.11.7 any person who is acting as an ALTERNATE
- 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 **MEMBER** shall mean any member of a limited liability partnership including, but without limitation, a designated member provided that any CLAIM arises from the exercise and conduct of PROFESSIONAL BUSINESS.
- 1.15 **PACKAGED SOFTWARE** shall mean any software produced by a third party that is marketed for general distribution on a wholesale basis or retail basis.
- 1.16 **PARTNER** shall have the meaning given by the Partnership Act 1890.
- 1.17 **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.
- 1.18 **PROFESSIONAL BUSINESS** means advice given or services provided of whatsoever nature by or on behalf of the INSURED as specified in the SCHEDULE wherever or by whomsoever given or provided irrespective of whether or not a fee is charged, but provided that if a fee is charged in respect of such advice then that fee is taken into account in ascertaining the income of the FIRM.

The definition of PROFESSIONAL BUSINESS is deemed to extend to any of the INSURED whilst holding any individual personal appointment (including, but without prejudice to the generality of the foregoing, any appointment as a trustee or personal representative which arises out of the PROFESSIONAL BUSINESS), but whilst holding an appointment as a company secretary or registrar or director of a company which is not a FIRM it only extends to the performance of SERVICES as defined in 1.20.
- 1.19 **SCHEDULE** shall mean the document entitled "SCHEDULE" that relates to this insurance.
- 1.20 **SERVICES** provided whilst holding the appointment of company secretary, registrar, director or trustee shall mean all services performed or advice given by the INSURED in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigations and reports, negotiation and settlement of financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.
- 1.21 **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.

2 Insuring Clause

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

2.2 **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 INDMENITY.

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 LIMIT OF INDEMNITY 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 Ombudsman Awards

The INSURER will indemnify the INSURED in respect of any amount paid or payable, including claimant's costs, of taking any steps which the INSURED is directed to take or recommended to take in accordance with any final and binding award or determination of any Ombudsman pursuant to the Central Bank and Financial Services Authority of Ireland Act 2004 or any amendment or re-enactment thereof provided that the CLAIM giving rise to the award or determination of the Ombudsman was first made against the INSURED in the exercise and conduct of the PROFESSIONAL BUSINESS and notified to INSURERS during the PERIOD OF INSURANCE.

3.3 Indemnity to Employees, Former Employees and/or Consultants

The INSURER will indemnify

- 3.3.1 employees and former employees of the INSURED
- 3.3.2 former partners, former directors or former employees who have continued as consultants to the INSURED
- 3.3.3 any persons who were formerly consultants to the INSURED

in respect of any civil liability CLAIM first made against them during the PERIOD OF INSURANCE which arises out of the exercise and conduct of PROFESSIONAL BUSINESS

3.4 Fraud & Dishonesty

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 PROFESSIONAL BUSINESS which arises out of any dishonest, fraudulent, malicious or criminal act or omission on the part of any PARTNER, DIRECTOR, MEMBER, or consultant appointed by the INSURED in the exercise and conduct of PROFESSIONAL BUSINESS, provided that:

- 3.4.1 no person committing such dishonest, fraudulent, malicious or criminal act or omission shall be entitled to indemnity
- 3.4.2 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

3.4.3 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

3.5 **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.

4 Exclusions

These exclusions are applicable to the entire policy unless otherwise specified

The INSURER will not indemnify the INSURED in respect of any CLAIM or CIRCUMSTANCE:

- 4.1 **BODILY INJURY** – arising directly or indirectly from BODILY INJURY of any person except that this exclusion will not apply to any CLAIM for psychological injury, emotional distress or anguish or shock which arises from any actual or alleged breach of duty in performance of, or failure to perform, the PROFESSIONAL BUSINESS.
- 4.2 **Damage to Property** – arising directly or indirectly from the physical loss of or damage to property other than as provided under 3.1.
- 4.3 **Known CLAIM and CIRCUMSTANCE** – arising out of 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.
- 4.4 **Contractual Liability** – arising directly or indirectly from any warranty indemnity guarantee or undertaking given by the INSURED in the course of the PROFESSIONAL BUSINESS except where such liability would have attached in the absence of such warranty agreement indemnity guarantee or undertaking.
- 4.5 **Company Secretary, Registrar, Director or Trustee** – arising from any liability as a director, officer, company secretary, registrar or trustee except in the INSURED's performance (or non-performance) of SERVICES during the course of the PROFESSIONAL BUSINESS.
- 4.6 **Employers Liability** - arising directly or indirectly from the injury, disease, illness (including mental stress) or death of any person who is or has been under a contract of service with the FIRM arising out of and in the course of his/her employment for or on behalf of the FIRM or any breach of any obligation owed by the INSURED as an employer to any employee or applicant for employment.
- 4.7 **EXCESS** – in respect of the EXCESS. DEFENCE COSTS will not be subject to the EXCESS.
- 4.8 **Fines, Penalties, Punitive, Multiple or Exemplary Damages** - for any fines, penalties, punitive, multiple or exemplary damages.
- 4.9 **Fraud Dishonesty and Criminal act** – arising from any act, error or omission of any present or former partner, principal, director, member, consultant or ALTERNATE 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.
- 4.10 **INSURED V INSURED** – a CLAIM brought by one INSURED against another INSURED.
- 4.11 **Claims by Insurers** – made against the INSURED by any underwriter or insurance company (arising out of the INSURED's activities as part of the PROFESSIONAL BUSINESS) as their insurance agent unless the underwriter or insurance company has obtained a judgement in any court against the INSURED notwithstanding anything to the contrary contained in 4.4.
- 4.12 **Investments** – the provision of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.
- 4.13 **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.
- 4.14 **Liability involving transport or property owned by the INSURED** – arising directly or indirectly from the ownership, leasing, possession, or use by or on behalf of the INSURED of any

- 4.14.1 aircraft, watercraft, hovercraft, motor vehicle or trailer
- 4.14.2 any building, structure, premises or land
- 4.15 **Nuclear Risks and Radioactivity** – the loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed by or arising from:
 - 4.15.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear component thereof
 - 4.15.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 4.16 **Pollution** – arising directly or indirectly from seepage, pollution or contamination of any kind, save that this exclusion will not apply to any loss or any CLAIM which arises from a breach of duty in the performance of (or failure to perform) PROFESSIONAL BUSINESS.
- 4.17 **Sale or Supply of Goods** – arising directly or indirectly from the supply, manufacture, construction, alteration, repair, sale, installation or maintenance of any goods or products sold, distributed or supplied by the INSURED or any person acting on the INSURED’s behalf. For the avoidance of doubt, “goods” shall include PACKAGED SOFTWARE but shall not apply to any other computer software or any amendments or adaptations of PACKAGED SOFTWARE.
- 4.18 **TERRITORIAL LIMITS** – arising directly or indirectly from any PROFESSIONAL BUSINESS or work or activities undertaken or performed by the INSURED outside the TERRITORIAL LIMITS as defined in 1.21.
- 4.19 **Trading Losses** – arising directly or indirectly from any trading losses or trading liabilities incurred by any business managed or carried on by the INSURED including loss of any client account or business. This exclusion will not apply to any CLAIM made against the INSURED for negligence in the normal course of their conduct of any receivership or procedures under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 or in Ireland, any receivership or insolvency procedures under the Companies Act 1963 to 2005 or the Bankruptcy Act 1988 or any amendment thereof.
- 4.20 **War and Terrorism** – arising directly or indirectly from any consequence 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.
- 4.21 **Cyber and Data Protection Law**

It is hereby noted and agreed that

 - 4.21.1 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
 - 4.21.2 indemnity is not provided in respect of any CLAIM, loss, damage, cost, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from, or directly arising out of
 - 4.21.2.1 a CYBER ACT; or
 - 4.21.2.2 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
 - 4.21.2.3 the receipt or transmission of malware, malicious code or similar by the INSURED or any other party acting in the behalf of the INSURED

- 4.21.3 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
- 4.21.3.1 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
- 4.21.3.2 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
- 4.21.4 indemnity is not provided in respect of any CLAIM, loss, damage, liability, costs, expense, fines, penalties, mitigation cost 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.
- 4.21.5 any cover for costs of reconstituting or recovering lost, inaccessible or damaged DOCUMENTS owned or controlled by the INSURED or any other party acting 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 or discovers reasonable cause for suspicion of dishonesty or fraud on the part of any present or former PARTNER, DIRECTOR, MEMBER, employee, consultant, sub-contractor or ALTERNATE of the FIRM (whether giving rise to a CLAIM or not)

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 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 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.

The INSURED shall not incur any costs or expenses in connection with any CLAIM or any CIRCUMSTANCE without the consent of the INSURER (such consent not to be reasonably withheld).

5.5 **Conduct of CLAIMS**

The INSURER shall be entitled to take over and conduct, in the name of the INSURED, the defence or settlement of any CLAIM 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 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 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 PROFESSIONAL BUSINESS of the INSURED prior to said Retroactive Date.

6.2 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 employee of the INSURED or former employee, self-employed person or consultant of the INSURED unless liability has resulted in whole or in part from any act or omission of such person which is dishonest, fraudulent, criminal or malicious.

6.3 Cancellation Clause

This insurance may not be cancelled unless with the written mutual agreement of the INSURED and the INSURER. In the event of such agreement, the INSURER shall within 7 days of the date upon which such agreement in writing is reached, write to:

6.3.1 the INSURED at the address shown in the SCHEDULE notifying the INSURED that the policy will be cancelled with effect from a date not less than 30 days after the date of such agreement

6.3.2 the relevant Institute, being the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, notifying it of the agreement, the effective date of cancellation and the name of the INSURED

6.4 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.

6.5 Dispute Resolution

Any dispute between the INSURED and the INSURER arising out of or in connection with this policy shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the INSURED and INSURER, or, failing agreement, to be appointed by the President of the Institute of Chartered Accountants in Ireland whose decision will be final and binding on the parties.

6.6 Choice of Law

This policy shall be governed by and construed in accordance with the laws of Ireland which will have exclusive jurisdiction to hear and determine any disputes, suits, actions or proceedings that may arise out of or in connection with this insurance.

6.7 Severable Liability Notice

The subscribing insurer's 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.

6.8 **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.

6.9 **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.

6.10 **Other Insurances**

The liability of the INSURER under this insurance is not reduced or excluded by reason of the existence or availability of any other insurance. The INSURER reserves its right to claim contribution from any other insurer which is also liable to indemnify the INSURED.

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.

7 Special Policy Conditions

7.1 Non Avoidance and Prejudice

- 7.1.1 The INSURER will not exercise its right to avoid this insurance or claim to be discharged from any liability to provide any indemnity under this insurance, on the grounds of any alleged non-disclosure or misrepresentation of facts or untrue statements in the proposal form, statement of fact or any other information which may have been supplied by or on behalf of the INSURED to the INSURER, provided always that the INSURED shall establish to the INSURER's reasonable satisfaction that such alleged non-disclosure or misrepresentation of fact or untrue statement was free from any fraudulent conduct or intent to deceive
- 7.1.2 In the event that any CIRCUMSTANCE is notified to the INSURER and the INSURED had knowledge prior to the PERIOD OF INSURANCE of such CIRCUMSTANCE and the INSURED should have notified it under any previous insurance (whether with other insurers or not) the indemnity hereunder shall be limited to the indemnity which would have been available under the earliest such previous policy of insurance if such CIRCUMSTANCE had been properly notified
- 7.1.3 Where the INSURED should have notified a CLAIM or CIRCUMSTANCE under this insurance prior to obtaining any increase in the LIMIT OF INDEMNITY or other variation in the terms hereof the indemnity hereunder shall be limited to the indemnity which would have been available prior to such increase in cover or variation in terms
- 7.1.4 In the event that any material non-disclosure, misrepresentation or untrue statement is made in the written proposal form or statement of fact noted in the SCHEDULE, the INSURER shall be entitled at its sole discretion to charge an additional premium, the amount of which shall also be at its sole discretion

7.2 Failure to CO-OPERATE and Non-Compliance

In the event of the INSURED fails to CO-OPERATE and where the INSURED's breach of or non-compliance with any condition of this policy has resulted in prejudice to the INSURER:

- 7.2.1 in the handling or settlement of any CLAIM against the INSURED; or
- 7.2.2 in the obtaining of reimbursement from any dishonest or fraudulent person as referred to in 3.4.2 the indemnity afforded hereunder (including liability for claimants costs and expenses) shall be reduced to such sum as in the INSURER's reasonable opinion would have been payable by them in the absence of such prejudice.

7.3 Compliance with Minimum Terms

- 7.3.1 The indemnity provided by this insurance shall be no less favourable and provide no less protection to the INSURED than the approved wording (as defined in the Professional Indemnity Insurance Regulations issued from time to time by the Institute of Chartered Accountants in Ireland) in force at the date of inception of this insurance
- 7.3.2 In any dispute as to whether the cover under this insurance is in any respect less favourable or gives less protection to the INSURED than the approved policy wording would do, an arbitrator who shall be agreed between the INSURER and the INSURED (or failing such agreement shall be elected by the President of the Institute of Chartered Accountants in Ireland) shall be appointed to resolve the dispute. The arbitrator's decision shall be binding on both the INSURER and the INSURED

Schedule

Policy Number	
INSURED	
Address	
PROFESSIONAL BUSINESS	Accountant 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	
Jurisdiction	Select
TERRITORIAL LIMITS	Select
Conditions	As per ACC 1125 DUI policy wording plus the following endorsements (as attached): 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 B1703LL2500565. DUAL Underwriting Ireland DAC is regulated by the Central Bank of Ireland. Its firm reference number is C187789. DUAL Underwriting Ireland DAC is registered in Ireland No. 633531 with its registered offices at: 98 St Stephen's Green, Dublin, Dublin 2, D02 F3F2. Directors: Barry O'Dwyer (Managing), Ralph Snedden (British), Richard Clapham (British).

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, 11 b or 11 c shall only suspend the INSURER's liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the CLAIM has occurred the INSURER will be liable for CLAIM, subject to the other terms and conditions of the policy.

Claims

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

Notification of claims

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

Fraudulent Claims

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

Third Party Rights

17. The INSURED and the INSURER are the only parties to the policy. Nothing in this endorsement is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Act.
18. A third party has all of the rights as set out in the Act, including the right to request information from the INSURER and the right to make a CLAIM in the circumstances set out in the Act and in accordance with the Act, and in the event of a conflict or inconsistency between this endorsement and the policy, this endorsement shall prevail.

Subrogation

19. The INSURER will not exercise its subrogation rights against some other person (the "other person") if the other person does not have insurance in respect of their liability to the INSURED, and where the INSURED has decided not to exercise the INSURED's rights against the other person because:
 - a. the INSURED and the other person are members of the same family or cohabitants, or
 - b. the INSURED expressly or impliedly consented to the use, by the other person, of a motor vehicle that is the subject matter of the policy
20. Notwithstanding clause 19, the INSURER is entitled to exercise its subrogation rights against the other person where the conduct of the other person that gave rise to the loss was serious or wilful misconduct.

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

Distribution of Subrogated Recovery

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

Cancellation of Policy

23. Where, in accordance with the policy terms, the INSURER notifies the INSURED that the INSURER is cancelling the policy, the INSURER will repay the balance of the premium for the unexpired term of the policy (regardless of the amount of the balance of the premium) without imposing any financial cost on the INSURED and will provide the reason or reasons for the cancellation.
24. The INSURED may cancel the policy by giving the INSURER written notice within the 14-day cooling-off period in which case the annual premium will be refunded in full subject to there being no claims or circumstances which could give rise to a claim being notified to insurers during that period.

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

Severability

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

All other policy terms and conditions remain unaltered.



Helping you do more

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

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

dualinsurance.com

DUAL Underwriting Ireland DAC is regulated by the Central Bank of Ireland. Its firm reference number is C187789. DUAL Underwriting Ireland DAC is registered in Ireland No. 633531 with its registered offices at: 98 St Stephen's Green, Dublin, Dublin 2, D02 F3F2. Directors: Barry O'Dwyer (Managing), Ralph Snedden (British), Richard Clapham (British).