PROFESSIONAL INDEMNITY INSURANCE

(1) This policy, any endorsements to the policy and the schedule hereto shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, its endorsement(s) (if any) or the schedule shall bear the same meaning wherever it may appear.

(2) Certain words in this policy are printed in capitals. Those words have been defined in section H of the policy and bear the meaning defined in that section.

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

SECTION A INSURING CLAUSES

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

1. Civil Liability

1.1. To indemnify the INSURED against any CLAIM or CLAIM(S):

a. first made against the INSURED and/or

b. arising out of any CIRCUMSTANCE(S) which the INSURED shall first notify

during the POLICY PERIOD in respect of any civil liability (including but not limited to civil liability arising out of, based upon or attributable to any dishonest, fraudulent, criminal or malicious act**)** other than which are covered under clauses 7, 8 and / or 9,, which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED and/or by others acting for and/or on behalf of the INSURED.

1.2. The maximum indemnity available to the INSURED under clause 1.1 of this Section in respect of each CLAIM or any SERIES OF CLAIMS shall (save as provided elsewhere in this policy) not exceed the INDEMNITY LIMIT FOR CLAIMS.

2. Awards by Ombudsmen

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

a. is first made against the INSURED; and/or

b. arises out of any CIRCUMSTANCE(S) which the INSURED shall first notify;

during the POLICY PERIOD together with all legal costs and expenses incurred with the prior written and continuing consent of the INSURERS (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation of such CIRCUMSTANCE(S) and the investigation, conduct or settlement of any such CLAIM.

2.2. The maximum amount payable by INSURERS under clause 2.1 of this Section in respect of:

a. any single award made by any ombudsman or

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

shall not exceed the INDEMNITY LIMIT FOR AWARDS BY OMBUDSMEN.

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

3. Defence Costs

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

3.2. Save as set out at clauses 4, 5, 6, 7, 8 or 9 of this Section and clause 3 of Section G, DEFENCE COSTS are included within the INDEMNITY LIMIT.

4. Court Attendance Compensation

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

a. any principal partner, member or director of the INSURED EUR 300

b. any EMPLOYEE EUR150

c. other relevant party up to EUR300.

4.2. The maximum amount payable by INSURERS under clause 4.1 of this Section shall not exceed the INDEMNITY LIMIT FOR COURT ATTENDANCE COMPENSATION in the aggregate.

5. Statutory Liabilities

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

a. The Consumer Information Act 1978; and/or

b. The Auctioneers and Housing Agents Act 1947, 1967 and 1973; and/or

c. The Safety, Health and Welfare at Work Act 2005, and/or

d. The Safety, Health and Welfare (Construction) Regulations 2006 to 2010, and/or

e. similar, prior or successor legislation to that detailed in a. to i. above

but only where, in INSURERS' reasonable opinion, defending such proceedings could protect the INSURED against any CLAIM or potential CLAIM arising from PROFESSIONAL BUSINESS undertaken by the INSURED.

5.2. The maximum indemnity available to the INSURED under clause 5.1 of this Section shall not exceed the INDEMNITY LIMIT FOR STATUTORY LIABILITIES in the aggregate in the POLICY PERIOD.

6. Legal Representation Costs

6.1. To pay on behalf of the INSURED 80% of any costs and expenses:

a. which are incurred by the INSURED with the prior written consent of INSURERS for representation at properly constituted hearings, tribunals or proceedings arising out of any

i. CLAIM first made; and/or

ii. CIRCUMSTANCE(S) which the INSURED shall first notify;

during the POLICY PERIOD in respect of the conduct of PROFESSIONAL BUSINESS by the INSURED which may be or may become the subject of indemnity under this policy; and

b. which are not indemnified as DEFENCE COSTS pursuant to clause 3 above.

6.2. The maximum amount payable by INSURERS under clause 6.1 of this Section shall not exceed the INDEMNITY LIMIT FOR LEGAL REPRESENTATION COSTS in the aggregate in the POLICY PERIOD.

7. Fire Safety

7.1 To indemnify the INSURED against any CLAIM(S)

a. first made against the INSURED and/or

b. arising out of any CIRCUMSTANCE(S) which the INSURED shall first notify

during the POLICY PERIOD in respect of any

i. FOUR STOREYS AND BELOW BUILDING civil liability (including but not limited to civil liability arising out of, based upon or attributable to any dishonest, fraudulent, criminal or malicious act) in relation to any CLAIM(S) directly arising out of the fire safety or fire performance or combustibility of any FOUR STOREYS AND BELOW BUILDING which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED or any third party acting on behalf of the INSURED

ii. FIVE STOREYS AND ABOVE BUILDING negligent act, negligent error or negligent omission in relation to any CLAIM(S) directly arising out of the combustibility or fire safety of any external cladding system, balcony, external or internal wall system (including any insulation and/or fire breaks which form part of the wall system) of any FIVE STOREYS AND ABOVE BUILDING which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED or any third party acting on behalf of the INSURED and is undertaken on or after the applicable RETROACTIVE DATE.

iii. ALL OTHER FIRE SAFETY CLAIM(S)

civil liability in relation to any CLAIM(S) directly arising out of the fire safety or fire performance or combustibility of any building or structure which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED or any third party acting on behalf of the INSURED or any third party acting on behalf of the INSURED and is undertaken on or after the applicable RETROACTIVE DATE.

7.2 The maximum amount payable in the aggregate by INSURERS under clause 7.1 shall not exceed the INDEMNITY LIMIT for Fire Safety. The INDEMNITY LIMIT for Fire Safety is not in addition to, and shall not increase, the INDEMNITY LIMIT for CLAIMS.

8. Asbestos

8.1 To indemnify the INSURED against any CLAIM(S)

a. first made against the INSURED; and/or

b. arising out of any CIRCUMSTANCE(S) which the INSURED shall first notify

during the POLICY PERIOD caused by any negligent act, error or omission in relation to any CLAIM(S) directly or indirectly resulting from the presence / release or possible presence / release of asbestos or asbestos containing materials in whatever form or quantity, and which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED or any third party acting on behalf of the INSURED.

8.2 The maximum amount payable in the aggregate by INSURERS under clause 8.1 shall not exceed the INDEMNITY LIMIT for ASBESTOS. The INDEMNITY LIMIT for ASBESTOS is not in addition to, and shall not increase, the INDEMNITY LIMIT for CLAIMS.

9. Pollution

9.1 To indemnify the INSURED against any CLAIM(S)

a. first made against the INSURED and/or

b. arising out of any CIRCUMSTANCE(S) which the INSURED shall first notify

during the POLICY PERIOD caused by any negligent act, error or omission in relation to any CLAIM(S) directly or indirectly arising out of POLLUTION and which arises in consequence of the conduct of PROFESSIONAL BUSINESS by the INSURED or any third party acting on behalf of the INSURED.

9.2 The maximum amount payable in the aggregate by INSURERS under clause 9.1 shall not exceed the INDEMNITY LIMIT for POLLUTION in the aggregate. The INDEMNITY LIMIT for POLLUTION is not in addition to, and shall not increase, the INDEMNITY LIMIT for CLAIMS.

9.3 Where such CLAIM arises from the INSURED'S negligent structural design or specification or failure to report a structural defect in a property and relates solely to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure then the maximum indemnity available to the INSURED in respect of each CLAIM or any SERIES OF CLAIMS shall not exceed the INDEMNITY LIMIT for CLAIMS. For the purposes of Section A. 9. Pollution only asbestos is deemed not to be a contaminant or a pollutant.

SECTION B EXCESS

Subject to the terms of this policy

1. INSURERS shall be liable under clause 1, 7, 8 and 9 of Section A of this policy only for that part of the loss arising from each and every CLAIM or SERIES OF CLAIMS which exceeds the EXCESS FOR CLAIMS.

2. INSURERS shall be liable under clause 2 of Section A of this policy only for that part of

   a. any single award made by any ombudsman or

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

   which exceeds the EXCESS FOR CLAIMS.

3. The EXCESS shall not apply to DEFENCE COSTS.

SECTION C CLAIMS CONDITIONS

1. Notification of a CLAIM or CIRCUMSTANCE(S)

1.1. If during the POLICY PERIOD the INSURED shall receive any CLAIM, or any notice of an intention to make a CLAIM, the INSURED shall give written notice to INSURERS as soon as reasonably practicable. All CLAIMS must in any event be notified within 10 working days after the expiry of the POLICY PERIOD.

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

a. the name(s) of the potential claimant

b. the date of the incident, occurrence, fact, matter, act or omission which has given rise to the CIRCUMSTANCE(S)

c. the name(s) of the individual(s) involved in the CIRCUMSTANCE(S)

d. the date of the INSURED'S first awareness or discovery of such CIRCUMSTANCE(S)

e. the estimated amount of any potential CLAIM which may arise thereafter.

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

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

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

1.3. If during the POLICY PERIOD the INSURED shall discover

a. a reasonable cause for suspicion of dishonesty or fraud on the part of a past or present partner, director, member, employee or CONSULTANT of the PRACTICE or

b. an occurrence that may require representation at a properly constituted hearing, tribunal or proceeding

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

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

1.4. Notification will be deemed to have been made to INSURERS if and when made to the person identified in item 7 of the Schedule.

2. Adjudication

The INSURED shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under clause 1 of Section A:

2.1 notify INSURERS within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract.

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

3. Ombudsman

The INSURED shall as a condition precedent to its right to indemnity under clause 2 of Section A give written notice to INSURERS as soon as reasonably practicable after becoming aware that a case directly affecting the INSURED is being reviewed by any ombudsman.

4. No Admission of Liability

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

4.1. the provisions of any complaints handling procedure or

4.2. whether the amount in dispute is less than the EXCESS.

5. Conduct of CLAIMS

Following notification of a CLAIM or notification of any CIRCUMSTANCE(S), INSURERS shall be entitled if they so desire to take over and conduct in the name of the INSURED the investigation, defence or settlement of any such matter. The INSURED shall co-operate with INSURERS and shall give such information and assistance (as set out at clause 6 of this Section below) as INSURERS may reasonably require.

6. CLAIMS Control & Co-operation

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

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

a. by providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with all and any Civil Procedure Rules, Practice Directions and Pre-Action Protocols as may be issued

b. by assisting them to present the best possible defence of a CLAIM

c. by ensuring access to all and any information that INSURERS or their representatives may require in the defence of a CLAIM or in the investigation of any CIRCUMSTANCE(S),) to the extent allowed by law ;

d. by making payment on demand of the EXCESS in order to comply with the terms of any settlement agreed by INSURERS

e. by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit INSURERS to exercise rights of subrogation

f. by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any CLAIM and any CIRCUMSTANCE(S) are preserved in their entirety to the extent allowed by law.

7. Fraudulent CLAIMS

If the INSURED shall make any claim knowing the same to be false or fraudulent as regards the amount or otherwise this policy shall become void ab initio and the INSURED shall forfeit all benefit hereunder and if INSURERS so require, all previous payments by INSURERS shall be refunded by the INSURED.

SECTION D GENERAL CONDITIONS

The following General Conditions apply to this policy:

1. Discharge of Liability

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

2. INDEMNITY LIMIT and EXCESS

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

3. Combined CLAIMS

3.1 Where the same originating cause gives rise to an entitlement on the part of the INSURED to indemnity under clause 1 and all or any of clauses 2, 4, 5 6, 7, 8 and/or 9 of Section A of this policy, the maximum amount payable by INSURERS under clause 1 and such other clause or clauses of Section A (apart from clause 3) as may entitle the INSURED to indemnity shall not exceed the INDEMNITY LIMIT FOR CLAIMS.

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

4. Several Liability Notice

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

5. Rights of Recovery

Immediately on the notification of a CLAIM or CIRCUMSTANCE(S), the INSURED grants to INSURERS all rights of recovery against any parties from whom a recovery may be made, and the INSURED will take all reasonable steps to preserve such rights and will cooperate with INSURERS in accordance with clause 6 of Section C. However, INSURERS agree to waive any rights of recovery against the INSURED unless liability has resulted in whole or part from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

6. Adjudication

The INSURED agrees:

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

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

7. Choice of law, Disputes and Jurisdiction

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

7.2. Any dispute between INSURERS and the INSURED:

a. as to the correct interpretation of the definition of PROFESSIONAL BUSINESS under this policy, or

b. regarding the application of the Special Institution Condition (Section E)

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

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

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

8. PRACTICE to act as Agent

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

9. International Trade Sanctions

The INSURER shall be deemed not to provide cover and shall not be liable to pay any CLAIM or provide any benefit under this policy to the extent that the provision of such cover, payment of such CLAIM or provision of such benefit would expose the INSURER to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.

10. INSURED(S) Cancellation

10.1 The INSURED may cancel this insurance by giving 30 days' written notice to INSURERS but only under the following circumstances:

a. there has been a material change in risk and the INSURER does not provide ongoing coverage on terms which are commercially fair and reasonable; or

b. the INSURED firm has been absorbed into another practice,; or

c. the INSURER'S Standard & Poor's rating is downgraded below BBB and / or A.M. BEST rating is downgraded below B+; or

d. where mutually agreed between the INSURED and the INSURERS.

provided that the INSURED has obtained insurance which complies with the Royal Institution of Chartered Surveyors approved minimum professional indemnity policy wording and Professional Indemnity Requirements Version 11, with effect from 01 July 2025,

10.2 In the event of cancellation by the INSURED pursuant to the above clause:

a. the INSURERS will make a return of premium pro rata to the unexpired POLICY PERIOD unless by the date of effective cancellation the INSURERS have paid and/or reasonably reserved an amount in respect of CLAIMS or CIRCUMSTANCES notified during the POLICY PERIOD in which case the INSURERS will refund a just and equitable portion of premium;

b. Section F Consumer Run-off will not apply unless agreed by the INSURERS; and

c. Subject to Section C Claims Conditions, the PRACTICE shall not be permitted to make any further notifications under this insurance but shall be entitled to cover in respect of any notifications made before cancellation takes effect.

SECTION E SPECIAL INSTITUTION CONDITION

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

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

   a. the INSURED had previous knowledge of the CIRCUMSTANCE(S) relating to such CLAIM and

   b. the INSURED should have notified the same under any preceding policy,

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

2. Where the INSURED'S breach of or non-compliance with any provision in clauses 1, 4, 5 or 6 of Section C of this policy has resulted in prejudice to the handling or settlement of any CLAIM, INSURERS shall be entitled to reduce the indemnity afforded by this policy in respect of such CLAIM (including DEFENCE COSTS) to such sum as in INSURERS' reasonable opinion would have been payable by them in the absence of such prejudice.

3. Clause 2 of this Section shall not apply to clause 2 of Section A of this policy.

SECTION F CONSUMER RUN-OFF

Subject to the payment (or part payment) of the original premium, in the event that the PRACTICE ceases and the INSURED has not obtained insurance which complies with the Royal Institution of Chartered Surveyors approved minimum professional indemnity policy wording and Professional Indemnity Requirements Version 11 with effect from 01 July 2025, this policy will extend to indemnify the INSURED for any CLAIM(S) made against the INSURED by a CONSUMER and arising from errors or omissions of the INSURED prior to the PRACTICE ceasing or the expiry date as stated in Item 2 of the Schedule (whichever is earliest) for an additional period of six years from the day immediately following the expiry date as stated in Item 2 of the schedule (CONSUMER RUN-OFF COVER) shall be provided on the following basis:.

1. The INDEMNITY LIMIT for Section F. CONSUMER RUN-OFF COVER shall be EUR 1,000,000 any one claim and in the aggregate for the CONSUMER COVER run-off period stated above.

2. In the event of part payment, Section F.CONSUMER RUN-OFF COVER cannot be cancelled for non-payment of premium.

3. The INSURERS will not charge an additional premium for Section F. CONSUMER RUN-OFF COVER.

SECTION G EXCLUSIONS

INSURERS shall not be liable under this policy for that part of any loss for:

1. Adjudication

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

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

2. Arbitration

any arbitration award (whether made under the Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise) made in respect of any CLAIM or counterclaim where the seat of the arbitration was located outside the Republic of Ireland unless that seat was agreed to by INSURERS.

3. Asbestos

any CLAIM(S):

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

b. arising out of or in any way involving any BODILY INJURY or fear of suffering BODILY INJURY resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity.

4. Contractual Liability

4.1. any contractual liability incurred by the INSURED in the conduct of PROFESSIONAL BUSINESS carried on by the INSURED as a result of:

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

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

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

  d. any express acceptance by the INSURED of liability for liquidated damages

4.2. Any liability that arises in consequence of any assignment of a COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT to more than one party except in the case of a COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT given to a financier or funding party (not a purchaser or tenant) where a total of two assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1 October 2001.

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

  a. INSURERS have expressly approved the contractual terms giving rise to the said liability or

  b. in the case of a COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT, the British Property Federation or Construction Industry Council’s current or former standard collateral warranty wording is used.

5. Controlling Interest

any CLAIM brought by either:

5.1. any entity in which the INSURED exercises a controlling interest or

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

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

6. Directors' and Officers' Liability

any CLAIM against any INSURED in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

7. Dishonesty or Fraud-

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

7.1. no indemnity shall be afforded in respect of any CLAIM arising out of such dishonesty or fraud on the part of any person after discovery by the INSURED, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty;

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

8. ENVIRONMENTAL AUDITS

any CLAIM(S) directly or indirectly resulting from ENVIRONMENTAL AUDITS carried out by the INSURED.

9. Financial Services

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

9.1 mortgage intermediary activities and/or

9.2 insurance intermediary activities relating to general insurance contracts only and

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

10. Fines, Penalties, Punitive, Multiple or Exemplary Damages

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

11. Insolvency of the Insured

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

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

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

12. Liability arising out of Bodily Injury

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

13. Liability arising out of employment

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

14. Liability involving transport or property owned by the Insured

any CLAIM arising out of:

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

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

15. Market Fluctuation Clause

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

16. Nuclear Risks

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

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

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

17. Ombudsman

any ombudsman's award except to the extent covered under clause 2 of Section A.

18. Other Policies

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

19. Previous CLAIMS / CIRCUMSTANCE(S)

any CLAIM:

A. the INSURED was or should have been aware of prior to the inception of this policy (including any CLAIM notified under any insurance which was in force prior to the inception of this policy and accepted as notified by the insurer of that policy);

B. arising out of any CIRCUMSTANCE which has been notified under any insurance which was in force prior to the inception of this policy and the insurers of that policy have accepted that the CIRCUMSTANCE was properly notified to that policy;

provided that this clause 19 of Section G shall not reduce the rights of the INSURED under (or otherwise affect the application of) Section E - the Special Institution Condition.

20. Retroactive Date

any CLAIM notified under the terms of this policy that arises out of the conduct of PROFESSIONAL BUSINESS prior to the said RETROACTIVE DATE.

21. Supply of Goods

any CLAIM arising out of the supply of any goods by the INSURED or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by the INSURED.

This exclusion shall not apply to project models or displays.

22. Surveys and Valuations (qualifications and experience)

Any CLAIM arising out of a survey or valuation for secured lending purposes , unless it was undertaken by:

25.1. anyone who is:

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

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

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

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

e. a Fellow or Associate of the Royal Institute of the Architects of Ireland (RIAI) or a Fellow or Associate of the Royal Institute of British Architects (RIBA) or a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or

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

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

a. supervision of such work by a person qualified in accordance with clause 25.1 or 25.2 above, or

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

26. Trading Losses

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

27. USA and Canada

any CLAIM instituted or pursued in the United States of America, its territories and possessions or Canada (whether for the enforcement of a judgment or finding of a Court or tribunal of another jurisdiction or otherwise) or in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply or which involves the enforcement or attempted enforcement of a judgment or finding of a Court or tribunal of the United States of America, its territories and/or possessions or Canada.

28. War Risks

any CLAIM of whatsoever nature directly caused by, resulting from or in connection with any of the following:

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or religious or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

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

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

SECTION H DEFINITIONS AND INTERPRETATIONS

In this policy, headings and notes are for information purposes only and are not to be construed as part of the policy. The following words and phrases are used in this policy and in certain instances the words may be used in the plural or singular form. Wherever they appear they are deemed to have the meaning set out below.

1. ASBESTOS SURVEYS

ASBESTOS SURVEYS shall mean inspections set out in the Safety, Health and Welfare at Work (exposure to Asbestos) Regulations 2006 [SI No 386 of 2006] or any comparable survey or inspection, whether of commercial or residential land or property.

2. BODILY INJURY

BODILY INJURY shall include death and injury, illness or disease whether bodily or mental.

3. CIRCUMSTANCE(S)

CIRCUMSTANCE shall mean an incident, occurrence, fact, matter, act or omission that might give rise to a CLAIM.

4. CLAIM

CLAIM shall mean:

4.1. any demand for damages or compensation from a third party, or the assertion of a right against, the INSURED

4.2. any notice of intention, whether orally or in writing, a third party, to commence legal proceedings against the INSURED

5. COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT

COLLATERAL WARRANTY OR DUTY OF CARE AGREEMENT shall mean any written agreement that creates a duty of care by the INSURED to any party other than the INSURED'S direct client.

6. CONSULTANTS

CONSULTANTS shall mean any person undertaking business on behalf of the INSURED and shall include any person, whether or not expressly described as a CONSULTANT, whose name and designation appear on any business stationery of the INSURED, or in business communications or material of any nature issued on behalf of the INSURED, or who is employed by the INSURED in offering surveying services to the public.

7. **CONSUMER**

CONSUMER shall mean any natural person acting for purposes outside his trade, business or profession

8. DEFENCE COSTS

DEFENCE COSTS shall mean all legal costs and expenses incurred with the prior written and continuing consent of the INSURERS (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation, defence or settlement of any CLAIM and/or CIRCUMSTANCE(S). It does not include the INSURED's own costs and expenses.

9. EMPLOYEE

EMPLOYEE shall mean any person acting under a contract of service with the INSURED, whether contracting directly with the INSURED or through an agency, in respect of the conduct of PROFESSIONAL BUSINESS by the INSURED.

10. ENVIRONMENTAL AUDIT

ENVIRONMENTAL AUDIT shall mean an investigation which is specifically intended to assess whether there is actual POLLUTION present.

11. EXCESS

EXCESS shall mean the sum (if any) stated in the schedule at item 3.

The EXCESS does not apply to DEFENCE COSTS.

12. FIVE STOREYS AND ABOVE BUILDING

FIVE STOREYS AND ABOVE BUILDING shall mean any building which is five storeys or more above ground level , including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

13. FOUR STOREYS AND BELOW BUILDING

FOUR STOREYS AND BELOW BUILDING shall mean any building which is four storeys or lower above ground level , including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

14. INDEMNITY LIMIT

14.1. INDEMNITY LIMIT FOR CLAIMS shall mean the limit of indemnity stated in the schedule at item 4.a.

14.2. INDEMNITY LIMIT for ASBESTOS shall mean the limit of indemnity stated in the schedule at item 4.b. in the aggregate

14.3. INDEMNITY LIMIT for Court Attendance Compensation shall mean the limit of indemnity stated in the schedule at item 4.c. in the aggregate

14.4. INDEMNITY LIMIT for Awards by Ombudsmen shall mean the limit of indemnity stated in the schedule at item 4.d. in the aggregate

14.5. INDEMNITY LIMIT for Statutory Liabilities shall mean the limit of indemnity stated in the schedule at item 4.e. in the aggregate

14.6. INDEMNITY LIMIT for Legal Representation Costs shall mean the limit of indemnity stated in the schedule at item 4.f. in the aggregate

14.7. INDEMNITY LIMIT for POLLUTION shall mean the limit of indemnity stated in the schedule at item 4.g. in the aggregate

14.8 INDEMNITY LIMIT for Fire Safety shall mean the amount stated in the schedule at item 4.h.in the aggregate

15 INSURED

INSURED shall mean each of the following

15.1. the PRACTICE

15.2. the partners and/or directors and/or members of the PRACTICE during the POLICY PERIOD

15.3. former partners and/or former directors and/or former members of the PRACTICE

15.4. (in respect of PROFESSIONAL BUSINESS undertaken on behalf of the PRACTICE only) those persons named as CONSULTANTS or former CONSULTANTS in the proposal form

15.5. any retired partner, director or member of the PRACTICE remaining as a CONSULTANT to the PRACTICE

15.6. (in respect of PROFESSIONAL BUSINESS undertaken on behalf of the PRACTICE only) any EMPLOYEE and/or former employee of the PRACTICE and any self-employed person

15.7. the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in 15.1- 15.6 above in the event of their death, incapacity, insolvency or bankruptcy.

16. INSURERS

INSURERS shall mean the insurance company or insurance companies and/or Lloyd's syndicates subscribing to this policy and named in the Schedule item 1.b.

17. POLICY PERIOD

POLICY PERIOD shall mean the period stated in the Schedule item 2.

18. POLLUTION

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

19. PRACTICE

PRACTICE shall mean the practice or practices named in the Schedule item 1.a and their predecessors and any other practices which are disclosed to INSURERS in the proposal form.

20. PROFESSIONAL BUSINESS

PROFESSIONAL BUSINESS shall mean:

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

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

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

b. (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income of the PRACTICE and has been disclosed to INSURERS.

21. RETROACTIVE DATE

RETROACTIVE DATE shall mean the date(s) (if any) specified in Item 6 of the Schedule.

22. SERIES OF CLAIMS

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

23. TERRITORIAL LIMITS

TERRITORIAL LIMITS shall mean territories stated in Item 8 of the Schedule,

SCHEDULE

Other than where a formal dispensation has been agreed in writing by the Royal Institution of Chartered Surveyors Regulation, the cover provided by this policy shall be no less favourable to the INSURED than the Royal Institution of Chartered Surveyors Approved Minimum Professional Indemnity policy wording in force at the inception date as specified in Item 2.THE POLICY PERIOD.

1. a. THE PRACTICE:

   b. THE INSURERS:

2. THE POLICY PERIOD:

3. THE EXCESS

   CLAIMS: …………………….each and every CLAIM or SERIES OF CLAIMS

4. THE INDEMNITY LIMIT

   a. CLAIMS: ……………………..each and every CLAIM or SERIES OF CLAIMS

   b. ASBESTOS: EUR375,000 in the aggregate

   c. Court Attendance Compensation: EUR15,000 in the aggregate

   d. Awards by Ombudsmen: EUR375,000 for any single award or series of awards attributable to the same originating cause

   e Statutory Liabilities: EUR150,000 in the aggregate

   f. Legal Representation Costs: EUR15,000 in the aggregate.

   g. POLLUTION: the figure stated at item 4.a. above but in the aggregate.

   h. FIRE SAFETY: the figure stated at item 4.a. above but in the aggregate

5. DEFENCE COSTS

   a. CLAIM(S): DEFENCE COSTS shall be in addition to THE INDEMNITY LIMIT

   b. ASBESTOS: DEFENCE COSTS shall be inclusive of THE INDEMNITY LIMIT

   c. POLLUTION: DEFENCE COSTS shall be inclusive of THE INDEMNITY LIMIT

   d. FIRE SAFETY: : DEFENCE COSTS shall be inclusive of THE INDEMNITY LIMIT

6. RETROACTIVE DATE:

   i. CLAIM(S) arising from Section A Insuring Clause 7 Fire Safety ii; FIVE STOREYS AND ABOVE BUILDING AND iii.. ALL OTHER FIRE SAFETY CLAIM(S):

      01 July 2024

   Iii. the date (if any) stated in the schedule in respect of all other CLAIMS:

7. Person to be Notified:

8. TERRITORIAL LIMITS: Republic of Ireland.

ENDORSEMENTS

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 30 days' prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

30/09/08

LSW3001 - Amended

PROFESSIONAL INDEMNITY CYBER AND DATA PROTECTION LAW ENDORSEMENT

1) This endorsement takes priority over any other provision in this contract.

2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.

3) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:

   a) a **Cyber Act**; or

   b) 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

   c) the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.

4) This contract excludes any loss, damage, liability, claim, 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 service provided:

   a) to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;

   b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.

5) This contract excludes any loss, damage, liability, claim, 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.

6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

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

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

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 govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

IUA 04-017 27.11.2020