

**Lockton Professional and Financial Risks**  
**Insurance Document: B0808P1012144**

**Primary Layer**

Professional Indemnity Insurance

Reference Number: P1012144

24th January 2011

Issued by

LOCKTON COMPANIES LLP

**IMPORTANT NOTE;**

**This is a 'claims made' policy with strict claims notification provisions – please see within.**

**Important information – please read**  
**Insurance Documentation: Primary Layer B808P1012144**

**Introduction**

I am pleased to provide the insurance documentation evidencing the contract of insurance that Lockton Companies LLP have arranged on your behalf.

This document details the cover provided under the contract of insurance between the insured and the insurers, and it is essential for you to read this document thoroughly to familiarise yourself with the terms and conditions, limitations, and exclusions specified herein.

**Your obligations**

In accordance with your instructions we have effected the following insurance cover.

Please examine this document carefully and advise us immediately if you consider that the cover is not correct, does not meet with your requirements, or if you have any questions about your insurance security. We will be happy to address your concerns.

We would draw attention to your obligation to inform insurers of all material information prior to the inception of the period of insurance. Throughout the period of insurance you have a continuing duty of disclosure. Any material change during this time must be advised to us immediately for insurers' reconsideration of your risk. Failure to provide all material facts or notify all material changes may give insurers the right to avoid the contract of insurance. If you have concerns on whether or not information is material, we advise you to disclose it.

The terms and conditions of your insurance are set out in this document and we strongly advise that you acquaint yourself with them and in particular your responsibilities in respect of all warranties and conditions, including any subjectivities. These are serious terms and any failure to comply may entitle insurers to repudiate cover.

**Claims**

It is vitally important for you to appreciate that this insurance is underwritten on a "claims made" basis. This means that any claims are dealt with under the terms of the policy in force at the time the claim or circumstance is notified and not the policy that was in force at the time of the original error or omission that has led to the claim.

If you become aware of a claim or circumstances which could give rise to a claim against you, it is essential that you notify us promptly, even if you believe that your actions have been beyond reproach and that a claim against you would never succeed.

If you have any queries whatsoever we are happy to help.

**B0808P1012144**

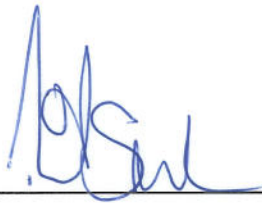
**Primary Insurers:**

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**INSURERS:**

<b>Lloyd's Syndicate 2526 - Imagine</b>	<b>90.0000 %</b>
<b>W. R. Berkley Insurance (Europe) Ltd</b>	<b>10.0000 %</b>
	<b><u>100.0000 %</u></b>

Signed on behalf of Lockton Companies LLP



Professional Risks



Director – Professional Risks

## **RISK DETAILS**

**UNIQUE MARKET  
REFERENCE:**

B0808P1012144

**ATTACHING TO  
DELEGATED  
INSURING  
CONTRACT  
NUMBER:**

Not applicable

**TYPE:**

Primary Professional Indemnity Insurance "Master Policy"

**PROPOSAL FORM  
DATED:**

8<sup>th</sup> December 2010

**DECLARATION  
DATED:**

7<sup>th</sup> January 2011

**POLICYHOLDER:**

The Irish Institute of Radiography and Radiation Therapy  
28 Milbrook Court  
Kilmainham  
Dublin 8  
Ireland

**INSURED:**

The individual members of the Irish Institute of Radiography and Radiation Therapy

**PERIOD:**

From: 1<sup>st</sup> January 2011  
To: 31<sup>st</sup> December 2011  
Both days inclusive local standard time at the above address.

**INTEREST:**

Professional Indemnity Insurance as more fully set out in the wording and attachments.

**LIMIT OF  
INDEMNITY:**

EUR 1,000,000 per member in respect of any one claim including Defence Costs and Expenses, but capped at

EUR 10,000,000 in all across the membership including Defence Costs and Expenses

**EXCESS:**

EUR 1,000 each and every claim, which sum is payable by the Institute

**TERRITORIAL  
LIMITS:**

United Kingdom, Channel Islands, Isle of Man and/or the European Union

**PROFESSIONAL  
BUSINESS  
PRACTICE:**

Technicians and Radiographers and as per the proposal form dated the 8<sup>th</sup> December 2011 and its attachments

**CONDITIONS:**

Wording: AGD MISC AGG INCL (2526AGD00027) (amended) as attached

Memoranda 1 to 7 as attached

Clauses:

1. Sexual Conduct as attached
2. Medical Services Exclusion as attached
3. MRSA (Superbug) Exclusion as attached
4. AIDS and Hepatitis Non A as attached
5. No Claims Bonus Clause as attached

Where any reference is made to certificate or policy the same shall be deemed to mean contract of insurance, other than any reference to "certificates" as part of a definition of documents.

Where any reference is made to Assured the same shall be deemed to read Insured

Where any reference is made to Underwriters the same shall be deemed to read Insurers

**RETROACTIVE  
DATE:**

None

**SUBJECTIVITIES:**

Not Applicable

**CHOICE OF LAW  
AND JURISDICTION  
(DISPUTES  
CLAUSE):**

This insurance shall be governed by and construed in accordance with the law named below and each party agrees to submit to the exclusive jurisdiction of the courts named below

Choice of Law: Ireland as per the Overseas Jurisdiction Clause as attached

Courts of Jurisdiction: Ireland

Notice to served upon: Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
Ireland



**PREMIUM:** EUR 17,500.00 Minimum and deposit, adjustable as follows on the following dates:

1<sup>st</sup> April 2011:

EUR 190.00 per member incepting between 1<sup>st</sup> January 2011 and 31<sup>st</sup> March 2011.

1<sup>st</sup> July 2011:

EUR 142.50 per member incepting between 1<sup>st</sup> April 2011 and 30<sup>th</sup> June 2011.

1<sup>st</sup> January 2012:

EUR 95.00 per member incepting between 1<sup>st</sup> July 2011 and 31<sup>st</sup> December 2011.

and as otherwise stated in Memoranda 1 and 5.

plus Irish Levy at the prevailing rate

**PREMIUM**

**PAYMENT TERMS:** None

**TAXES PAYABLE BY  
INSURED AND  
ADMINISTERED BY  
UNDERWRITERS:**

EUR 525.00 = 3% Irish Levy on EUR 17,500.00

## INFORMATION

**EXPIRING  
POLICY/RISK  
NUMBER:**

B0808P0012144

**INFORMATION  
SEEN BY  
INSURERS:**

2011

Proposal form dated 8<sup>th</sup> December 2010  
No Claims Declaration dated 7<sup>th</sup> January 2011

2010

Proposal form dated 28<sup>th</sup> November 2009  
No Claims Declaration dated 19<sup>th</sup> January 2010

2009

Proposal form dated 14<sup>th</sup> November 2008  
Sample Evidence of Cover document

## **SECURITY DETAILS**

### **INSURERS' LIABILITY:**

#### **(RE)INSURERS LIABILITY CLAUSE**

##### **(Re)insurer's liability several and not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite under this contract. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

##### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case, a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333

21 June 2007



**ORDER  
HEREON:** 100% of Whole (GBP 10,000,000)

**BASIS OF  
WRITTEN  
LINES:** Percentage of Whole

**BASIS OF  
SIGNED  
LINES:** Percentage of Whole

**SIGNING  
PROVISIONS:** In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However;

- (a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- (b) the insured may elect for the disproportionate signing of insurers' lines, without further specific agreement of insurers, providing that any such variation is made prior to the commencement date of the period of insurance, and that lines written "to stand" may not be varied without the documented agreement of those insurers;
- (c) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

**LINE  
CONDITIONS:** None

## SCHEDULE

**Policy Number:** B0808P1012144

**Policyholder:**

The Irish Institute of Radiography and Radiation Therapy  
28 Milbrook Court  
Kilmainham  
Dublin 8  
Ireland

**1. Insured:**

The individual members of The Irish Institute of Radiography and Radiation Therapy

**2. Policy Period:**

**From:** 1<sup>st</sup> January 2011

**To:** 31<sup>st</sup> December 2011

Both days inclusive local standard time at the above address

**3. Limit of Indemnity:**

EUR 1,000,000 per member in respect of any one **Claim**,  
including **Defence Costs and Expenses**, but capped at

EUR 10,000,000 in all across the membership  
including **Defence Costs And Expenses**

**4. Excess:**

EUR 1,000 each and every **Claim** which sum is payable by the Institute

**5. Premium:**

EUR	17,500.00	minimum and deposit, plus 3% Irish Levy, adjustable as follows on the following dates:
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1<sup>st</sup> April 2011:  
EUR 190.00 per member incepting between  
1<sup>st</sup> January 2011 and 31<sup>st</sup> March 2011.

1<sup>st</sup> July 2011:  
EUR 142.50 per member incepting between  
1<sup>st</sup> April 2011 and 30<sup>th</sup> June 2011.

1<sup>st</sup> January 2012:  
EUR 95.00 per member incepting between  
1<sup>st</sup> July 2011 and 31<sup>st</sup> December 2011

and as otherwise stated in Memoranda 1 and 5  
  
plus Irish Levy at the prevailing rate

**6. Retroactive Date:**

None

**7. Date of Proposal:**

8<sup>th</sup> December 2010 / Declaration dated 7<sup>th</sup> January 2011

**Dated in London:** 4<sup>th</sup> January 2011

## AGD MISCELLANEOUS PROFESSIONAL INDEMNITY POLICY WORDING

The terms that appear in bold type are defined in Section 9 of this policy.

**Underwriters** agree to indemnify the **Insured** subject to the terms, conditions, limitations and exclusions in this policy.

### 1. INSURING CLAUSES

- 1.1 **Underwriters** shall indemnify the **Insured** against any **Claim** first made and **Notified** during the **Policy Period** and which arises out of the conduct of the **Insured's Business**:

1.1.1 **Negligence**

By reason of **Negligence** committed by the **Insured** ,

1.1.2 **Libel & Slander**

By reason of libel or slander arising from written or verbal communication made in good faith by the **Insured**;

1.1.3 **Infringement Of Copyright**

By reason of any unintentional infringement of copyright, design right, registered design, trademark, or patent committed by the **Insured**;

1.1.4 **Breach Of Confidentiality**

By reason of any unintentional breach of confidentiality committed by the **Insured**

1.2 **Loss of Documents**

**Underwriters** shall indemnify the **Insured** for reasonable and necessary costs, incurred with **Underwriters'** prior written consent, of repair, replacement and/or reconstitution of any **Document** which has been unintentionally destroyed, damaged, lost or mislaid during the **Policy Period** (and which after diligent search cannot be found) the discovery of which has been **Notified** during the **Policy Period**. However, in any situation where the **Insured** is not reliant on a hospital's, or other such institution's, information technology storage protocol, the **Insured** will not be indemnified in relation to any **Document** kept in magnetic or electronic form unless such **Document** is duplicated and the duplicate is stored at a separate address as a back up.

1.3 **Defence Costs and Expenses**

**Underwriters** shall indemnify the **Insured** for all **Defence Costs and Expenses** in:

- (a) the defence, investigation and/or settlement of any **Claim** which falls to be dealt with under insuring clauses 1.1.1-1.1.4 and/or;
- (b) the investigation of any circumstance(s) **Notified** under condition 5.1(b) which is (or are) likely to give rise to a **Claim**.



## 2. LIMIT OF INDEMNITY

- 2.1 The **Limit of Indemnity** shall be the amount stated in part 3 of the **Schedule**. In respect of Insuring Clause 1.2 the maximum amount payable by **Underwriters** under this policy irrespective of the number of losses shall be EUR 100,000 per member. This sub-limit in respect of insuring clause 1.2 and any further sub-limits provided by endorsement to this policy shall be part of and not in addition to the **Limit of Indemnity**.

## 3. EXCESS

- 3.1 In respect of all Insuring Clauses the **Excess** shall be the amount stated in part 4 of the **Schedule**.
- 3.2 Payment of the **Excess** by the **Insured** is a condition precedent to the **Insured** being indemnified by **Underwriters**. If **Underwriters** at their election make any payment which is the responsibility of the **Insured** under this Clause 3, then the **Insured** shall forthwith repay such sum to **Underwriters** and, if the **Insured** fails to repay such sum, **Underwriters** shall have the right to set off such sum against any other monies due from **Underwriters** to the **Insured** under this policy.
- 3.3 A separate **Excess** shall apply to each and every **Claim** and each and every circumstance which is likely to give rise to a **Claim**. However where a **Claim** subsequently arises out of a circumstance which is likely to give rise to a **Claim** already **Notified** under Condition 5.1(b), no additional **Excess** shall be applied for the **Claim**.

## 4. EXCLUSIONS

**Underwriters** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

### 4.1 Bodily Injury & Property Damage

- (a) Bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person.
- (b) Any damage to or destruction or loss of any property (except as provided under Insuring Clause 1.2) including loss of use.

Unless arising out of direct **Negligence** committed by the **Insured**.

### 4.2 Director and Officer

Any liability incurred as an actual or de facto director or officer of the **Insured** or as an actual or de facto director, officer or trustee of any other company or trust in their capacity as such.

### 4.3 Dishonesty

Any **Dishonesty** committed, condoned or contributed to by any **Insured**.



#### 4.4 **Employer Liability**

Any breach of any obligation owed by the **Insured** as an employer to any **Employee** or former **Employee** or applicant for employment.

#### 4.5 **Fines and Penalties**

Any disciplinary investigations or proceedings, and/or any fines, penalties, or penal, punitive, exemplary, restitutionary, non-compensatory or aggravated damages.

#### 4.6 **Goods and Services**

Any contract for the provision of goods or services to the **Insured**; or any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **Insured**, unless such **Claim** is a direct result of the negligent design and/or negligent specification of the **Insured**.

#### 4.7 **Information Technology**

Any of the following:

- (a) the failure of any computer or other electronic processing device (except as provided under Insuring Clause 1.2) or of any program, instruction or data for use in any computer or other electronic processing device, equipment or system to function in the way expected or intended;
- (b) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
- (c) business conducted and/or transacted via the **Internet**, **Intranet**, **Extranet** and/or via the **Insured's** own website, **Internet** site, web-address and/or via the transmission of electronic mail or documents by electronic means. This exclusion shall not apply if the **Insured** can prove, to the reasonable satisfaction of **Underwriters**, that the liability to the **Insured** would have attached to the same extent in the absence of the fact that the business was conducted and/or transacted via the **Internet**, **Intranet**, **Extranet** and/or via the **Insured's** own website, **Internet** site, web-address and/or via the transmission of electronic mail or documents by electronic means.

#### 4.8 **Investment Advice**

Any express or implied warranty or guarantee relating to the financial performance of any investment or portfolio of investments.

#### 4.9 **Jurisdiction and Territorial Limits**

Any:

- (a) legal proceedings, wherever brought, under the laws of any country outside the United Kingdom, Channel Islands, Isle Of Man and/or The European Union or brought under the laws of the United Kingdom, Channel Islands, Isle Of Man and/or The European Union to enforce a judgment or order made under the laws of any country outside the United Kingdom, Channel Islands, Isle Of Man and/or The European Union and/or;

- (b) liability arising from the **Insured's Business** undertaken outside the United Kingdom, Channel Islands, Isle Of Man and/or The European Union.

#### 4.10 **Known Circumstance(s)**

- (a) Any circumstance(s) which could give rise to a liability against the **Insured** which arise(s) from the conduct of the **Insured's Business** and which circumstance(s) was known or ought reasonably to have been known to the **Insured** at any time prior to the **Policy Period** and/or;
- (b) Any circumstance(s) notified to a previous Professional Indemnity and/or Professional Liability insurance policy.

#### 4.11 **Land and Vehicles**

The ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile) except as provided under Insuring Clause 1.2.

#### 4.12 **Market Fluctuation**

Any depreciation or loss of investment, which arises from fluctuations in any financial stock or commodity or other markets.

#### 4.13 **Minimum Cheque Signing**

The issue by or on behalf of the **Insured** of any cheque or money transfer bearing less than two authorised signatories unless such cheque or money transfer is for an amount of less than EUR 10,000.

#### 4.14 **Nuclear, War & Terrorism**

Any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- (d) Any **Terrorist Action** (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing **Terrorist Action**.



#### 4.15 Other Insurance

Any matter in respect of which the **Insured** is (or but for the existence of this policy would be) entitled to indemnity under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide an indemnity in excess of the amount payable under this policy.

#### 4.16 Pollution, Contamination & Asbestos

Any of the following:

- (a) Any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould (including but not limited to toxic mould), fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind;
- (b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (c) Asbestos.

#### 4.17 Related Companies

Any **Claim** brought by or on behalf of:

- (a) **The Insured;**
- (b) Any parent or subsidiary company of the **Insured;**
- (c) Any person or entity having an executive, financial or controlling interest in the **Insured;**
- (d) Any person or entity having a financial ownership of the **Insured** (unless such financial ownership is less than 5%);
- (e) Any entity where the **Insured** has accepted a financial interest, irrespective of the amount, in any entity in exchange for fees incurred.

#### 4.18 Retroactive Date

Any actual or alleged act, error, omission, and/or event committed or occurring prior to the Retroactive Date (if any) specified in part 6 of the **Schedule**, including but not limited to any ongoing duty to warn or otherwise advise in respect of an actual or alleged act, error, omission, and/or event committed or occurring prior to the Retroactive Date (if any) specified in part 6 of the **Schedule**.

#### 4.19 Trading Losses

Any trading losses or trading liabilities incurred by the **Insured** or any business managed by or carried on by or on behalf of the **Insured**.

#### 4.20 Warranties and Guarantees

Any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless the **Insured** can establish to **Underwriters'** reasonable satisfaction that the liability of the **Insured** would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision

### 5. CONDITIONS

#### 5.1 Notification

As a condition precedent to the right to be indemnified under this policy the **Insured** must ensure that **Underwriters** are **Notified** as soon as practicable and during the **Policy Period**:

- (a) of any **Claim**;
- (b) of any circumstance(s) of which the **Insured** becomes aware which is (or are) likely to give rise to a **Claim**;
- (c) of any unintentional destruction, damage, or loss of **Documents** of which the **Insured** becomes aware which is (or are) likely to give rise to an entitlement to indemnity under Insuring Clause 1.2.

Such notification shall include full details of the act, error or omission, transaction or event giving rise to the **Claim**, circumstance(s) likely to give rise to a **Claim** and/or loss including the date of such act, error or omission, transaction or event; the name(s) of the person(s) responsible for such act, error or omission, transaction or event; the name(s) of the likely claimant(s) and the amount of the likely **Claim**.

In the event that **Underwriters** are **Notified** during the **Policy Period** of any circumstance(s) which in **Underwriters'** reasonable opinion is (or are) likely to give rise to a **Claim** then any subsequent **Claim** which arises directly from the circumstance(s) so **Notified** shall be deemed to have been made during the **Policy Period**.

#### 5.2 Duty to Cooperate

As a condition precedent to the right to be indemnified under this policy the **Insured** must:

- (a) promptly provide to **Underwriters** full details concerning any **Claim** and/or any circumstance(s) likely to give rise to a **Claim** and/or any matter(s) where the **Insured** has requested to be indemnified under this policy;
- (b) promptly provide such co-operation and assistance as **Underwriters** and their representatives, legal advisers and/or agents may reasonably require;
- (c) ensure that all **Documents** relevant to any **Claim** and any circumstance(s) likely to give rise to a **Claim** are preserved in their entirety and are not in any way destroyed or otherwise disposed of or passed on to any third party except for their legal advisers without the prior written consent of **Underwriters**.



### 5.3 Underwriters Entitled to Defend & No Admission Of Liability

- (a) **Underwriters** shall be entitled, but not obliged, to take over the investigation, defence and settlement of any **Claim** and any circumstance(s) likely to give rise to a **Claim** and any matter(s) where the **Insured** has requested to be indemnified under this policy. If the **Insured** do not agree with any proposals by **Underwriters** to settle any **Claim**, then **Underwriters'** liability for such **Claim** shall be limited (subject always to the **Limit of Indemnity**) to the amount for which in **Underwriters'** reasonable opinion the **Claim** could have been settled at the date at which **Underwriters** proposed it should be settled, and **Underwriters'** liability for **Defence Costs and Expenses** shall be limited to **Defence Costs and Expenses** incurred up to that date.
- (b) As a condition precedent to the right to be indemnified under this policy the **Insured** shall not, without the prior written approval of **Underwriters**, admit liability for, compromise, settle, or make any offer or payment in respect of any **Claim** or any circumstance(s) likely to give rise to a **Claim**.
- (c) The **Insured** shall not be obliged to defend any legal proceedings unless a Queen's Counsel or Counsel of not less than 15 years' standing (to be mutually decided upon by **Underwriters** and the **Insured**) shall advise that such proceedings can be contested with a reasonable prospect of success.

### 5.4 Subrogation

**Underwriters** shall be subrogated to all the rights of recovery of the **Insured** against any third party before or after any indemnity is given under this policy. The **Insured** shall, promptly and without charge, provide such assistance as **Underwriters** may reasonably require in any subrogation. Condition 5.4 is a condition precedent to the right to be indemnified under this policy to the extent that the right of subrogation exists before an indemnity is given under this policy.

### 5.5 Fraudulent Claims

If the **Insured** makes any **Claim** under this policy (or has made a **Claim** under any previous policy) which the **Insured** knows or ought to know to be false or fraudulent in any way, this policy shall be cancelled ab initio and all rights of the **Insured** under this policy shall be forfeited.

### 5.6 Avoidance by Underwriters

If **Underwriters** are entitled, for any reason, to avoid this policy ab initio, **Underwriters** may at their absolute discretion elect instead to give notice to the **Insured** that it regards this policy as being in full force and effect, except that no indemnity will be given under this policy that arises from or is related to the ground(s) that entitled **Underwriters** to avoid this policy.



## 5.7 Cancellation

- 5.7.1 This policy may be cancelled at any time by or on behalf of **Underwriters** by 30 days notice given in writing to the **Insured** at their last known address or registered office (if a company) and the **Premium** shall be adjusted on a pro rata basis.
- 5.7.2 This policy will immediately and automatically be cancelled, without the need to provide written notice, in the event of any of the following:
- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over the **Insured** or the making of any court order to that effect;
  - (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver, or administrator over any of the **Insured's** assets;
  - (c) the suspension by the **Insured** of payment of its debts or any threat by the **Insured** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by the **Insured**;
- or the equivalent court application, order, appointment or arrangement in any jurisdiction in which the **Insured** may be domiciled.

## 5.8 Data Protection Act 1988

It is agreed by the **Insured** that any information provided to **Underwriters** regarding the **Insured** will be processed by **Underwriters**, in compliance with the provisions of the Data Protection Act 1988 as amended by the Data Protection (Amendment) Act 2003, for any purposes in connection with or relating to this policy, which may necessitate providing such information to third parties.

## 5.9 Proposal Form

The **Proposal** submitted by the **Insured** to **Underwriters** shall be the basis of, and be incorporated into, this policy.

## 6. GOVERNING LAW AND DISPUTES

- 6.1 In the event that any dispute should arise between **Underwriters** and the **Insured** as to the terms and effect of this policy then such dispute shall be referred to arbitration before a sole arbitrator to be appointed, in the event that **Underwriters** and **Insured** cannot agree upon a suitable person, by the President for the time being of the Chartered Institute of Arbitrators or the equivalent in Ireland.
- 6.2 This policy shall be governed by and construed in accordance with the law of Ireland.

## 7. INTERPRETATION

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings herein are for reference only and shall not be considered when determining the meaning of this policy.

## 8. SEVERAL LIABILITY

The obligations of each insurance company and Lloyd's syndicate (including the **Underwriters** thereof) shall be several and not joint and shall be solely to the extent of that company's or syndicate's individual subscription. No such company or syndicate shall be responsible for the subscription of any other such company or syndicate who for any reason does not satisfy all or part of its obligations hereunder.

## 9. DEFINITIONS

- 9.1 **"CLAIM"** means any financial demand, or assertion of a financial right against, the **Insured**, which is communicated to the **Insured**.
- 9.2 **"DEFENCE COSTS AND EXPENSES"** means legal costs and expenses reasonably incurred by or on behalf of the **Insured** with the prior written and continuing consent of **Underwriters**. It does not include the **Insured's** own costs and expenses or the costs and expenses of any work done by any director or **Employee** of the **Insured**.
- 9.3 **"DISHONESTY"** means any actual or alleged dishonest or fraudulent act, dishonest or fraudulent error or dishonest or fraudulent omission.
- 9.4 **"DOCUMENT"** means all records arising from the **Insured's Business**, whether kept in paper, magnetic or electronic form (but excluding any records which have been received by e-mail unless they have been downloaded to the **Insured's** own files or stored on a hospital's, or such other institution's, server outside the control of the **Insured**) belonging to the **Insured** or for which the **Insured** is legally responsible (but excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like), whilst in the custody of the **Insured**, in the ordinary course of the **Insured's Business**.
- 9.5 **"EMPLOYEE"** means any natural person, other than a partner or principal of the **Insured**, who is under a contract of service or apprenticeship with the **Insured**, or under any work experience or similar scheme, whilst such person(s) are employed or engaged by and under the control of the **Insured** in connection with the **Insured's Business**.
- 9.6 **"EXCESS"** means the amount payable by the **Insured** (**Underwriters** shall only be liable to the extent that any liability (or loss indemnified under Insuring Clause 1.2) exceeds the **Excess**).



- 9.7 **“EXTRANET”** means a restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 9.8 **“INSURED”** means:
- Each individual member of the Policyholder stated in the **Schedule**;
- 9.9 **“INSURED’S BUSINESS”** means the professional services performed or the advice given by the **Insured** in relation to those activities declared in the **Proposal**.
- 9.10 **“INTERNET”** means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 9.11 **“INTRANET”** means one or more inter-connected networks with restricted access to the **Insured** and/or to any **Employee**, and/or to any other person, firm or company directly appointed by and acting for or on behalf of the **Insured**, via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 9.12 **“LIMIT OF INDEMNITY”** means the maximum amount payable by **Underwriters** under this policy as stated in the **Schedule**.
- 9.13 **“NEGLIGENCE”** means any actual or alleged negligent act, negligent error or negligent omission.
- 9.14 **“NOTIFIED”** means that notice is sent in writing by the **Insured** (or its insurance agent) to, and received by, **Underwriters**.
- 9.15 **“POLICY PERIOD”** means the period stated in part 2 of the **Schedule**.
- 9.16 **“PREMIUM”** means the amount stated in part 5 of the **Schedule**.
- 9.17 **“PROPOSAL”** means the written information bearing the date stated in part 7 of the **Schedule** together with any other information supplied to **Underwriters**.
- 9.18 **“SCHEDULE”** means the document entitled **“Schedule”** that relates to this policy.
- 9.19 **“TERRORIST ACTION”** means the actual or threatened:
- (a) use of force or violence against persons or property, or
  - (b) commission of an act dangerous to human life or property, or
  - (c) commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority, or military force, when any of the following applies:

- (i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- (ii) the apparent intent or effect is to cause alarm, fright, fear of danger, or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- (iii) the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

9.20 **"UNDERWRITERS"** means A G Dore & Others Lloyds Syndicate 2526 and any other participating Lloyd's syndicates and/or insurance companies.

## 10. COMPLAINTS

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a **Claim** you should, in the first instance, contact the Compliance Officer, A G Dore and Others Syndicate 2526, 33 Creechurch Lane, London, EC3A 5EB.

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel +44 (0) 20 7327 5693. Fax: +44 (0) 20 7327 5225. Email: [complaints@lloyds.com](mailto:complaints@lloyds.com).

In the event that Policyholder & Market Assistance is unable to resolve your complaint, it may be possible for you to refer it to the Financial Ombudsman Service, 3<sup>rd</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, Tel. +353 1 6620899. Further details will be provided at the appropriate stage of the complaints process. .

**ATTACHING TO AND FORMING PART OF POLICY NO. B0808P1012144**

**MEMORANDUM 1**

It is hereby understood and agreed that in the event of any member requiring indemnity under this insurance, where their primary location is outside Ireland, and/or they have been subject to any claims which may have fallen to be dealt with under this, or a similar insurance, **Underwriters** reserve the right to review such member individually and not in accordance with the Minimum and Deposit Premium specified herein.

All other terms, conditions, limitations and exclusions shall remain unaltered

**MEMORANDUM 2**

It is hereby understood and agreed that this insurance shall exclude all liability arising from any **Claim** where a member has final sign off regarding reports in respect of Obstetric Ultrasound Scans.

However, **Insurers** agree that this exclusion shall not apply in respect of preliminary reports provided that any recommendations arising from such reports are authorised and sanctioned by a registered doctor or consultant.

All other terms, conditions, limitations and exclusions shall remain unaltered.

**MEMORANDUM 3**

It is hereby understood and agreed that the Irish Institute of Radiography and Radiation Therapy shall submit to **Underwriters** a quarterly bordereau (on 1<sup>st</sup> April 2011, 1<sup>st</sup> July 2011, 1<sup>st</sup> October 2011 and 1<sup>st</sup> January 2012), declaring its membership for the preceding quarter.

All other terms, conditions, limitations and exclusions shall remain unaltered.

**MEMORANDUM 4**

It is warranted that, except as specifically provided in Memorandum 5, cover is provided only in respect of current subscribing members who agree to comply with the Institute's Code of Practice.

All other terms, conditions, limitations and exclusions shall remain unaltered.



## **MEMORANDUM 5**

It is hereby understood and agreed that if any member does not renew membership with the Irish Institute of Radiography and Radiation Therapy, it is understood and agreed that such member ceases to be included within the definition of **Insured** from the date of cessation of membership.

Should a member not renew their membership because of death, incapacity, and/or retirement from undertaking radiography related activities (including all other related activities under the remit of the Irish Institute of Radiography and Radiation Therapy), that member (or that member's estate, heirs or legal representative in the event of the members death), shall be reinstated within the definition of **Insured** for an annual premium of EUR 55.00 plus 3% Irish Levy, but only in respect of the activities undertaken prior to cessation of membership (run-off cover).

Should a declared member resign their membership, subject to no claims being notified, **Underwriters** agree a pro-rata return premium for the period between lapsing of the membership and the expiry date of the policy.

Should a member choose to cease their membership whilst cover is still in full force and effect but wish to benefit from the run-off provision detailed in paragraph 2 above, the member shall be reinstated within the definition of **Insured** at Nil additional premium until the expiry of this insurance, however the pro-rata return premium will not be available.

The Irish Institute of Radiography and Radiation Therapy shall provide **Underwriters** with a quarterly bordereau detailing the former members requiring run-off cover and those members requiring a pro-rata return premium.

This provision is not available to any former member who left the membership of the Irish Institute of Radiography and Radiation Therapy for disciplinary reasons or who breached the Institute's Code of Practice.

All other terms, conditions, limitations and exclusions shall remain unaltered.

## **MEMORANDUM 6**

As a condition precedent to its right to indemnity under this policy each member must follow the Institute's protocol rules relating to provision of contrast agents and other such injected substances.

All other terms, conditions, limitations and exclusions shall remain unaltered.

## **MEMORANDUM 7**

Evidences of cover are to be issued to individual members by Lockton Companies LLP.

All other terms, conditions, limitations and exclusions shall remain unaltered.

### **SEXUAL CONDUCT**

**Underwriters** shall not be liable for any **Claim** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

All other terms, conditions, limitations and exclusions shall remain unaltered.

### **MEDICAL SERVICES EXCLUSION**

**Underwriters** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:-

- (a) The giving of medical advice of any kind
- (b) The administration of drugs and/or medicines and/or substances (including all radiological contrast agents (US, MRI, X-ray), radiopharmaceuticals, pharmacy medicines and prescription drugs) unless such drugs, medicines or substances are ordered by a registered medical practitioner;
- (c) **Clinical Trials;**
- (d) Unlawful detention in breach of the Mental Health Act 1983, the Human Rights Act 1998 or common law.

In respect of this endorsement, “**CLINICAL TRIALS**” means systematic studies in humans in order to discover and/or verify the effects and/or reactions of substances including, but not limited to, medical, pharmaceutical or similar products, drugs and the like.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **MRSA (SUPERBUG) EXCLUSION**

**Underwriters** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving the actual or potential contraction or spread of methicillin-resistant *Staphylococcus aureus* (MRSA).

All other terms, conditions, limitations and exclusions shall remain unaltered.

### **AIDS AND HEPATITIS NON A**

**Underwriters** shall not be liable for any **Claim** arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with, the human immunodeficiency syndrome (HIV) initially named as either HTLV III or LAV or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.

All other terms, conditions, limitations and exclusions shall remain unaltered.



### OVERSEAS JURISDICTION CLAUSE

It is hereby agreed that:

1. This Insurance shall be governed by the law of the Republic of Ireland whose courts shall have jurisdiction in any dispute arising hereunder; and
2. Any summons, notice or process to be served upon the **Underwriters** for the purpose of instituting any legal proceedings against them in connection with this Insurance may be served upon:

Lloyd's Ireland Representative Limited  
7/8 Wilton Terrace  
Dublin 2  
Ireland

who has authority to accept service on their behalf.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NO CLAIMS BONUS CLAUSE**

It is hereby understood and agreed that a group No Claims Bonus of 10% of the annual premium is payable provided that the total of paid and incurred losses is less than EUR 50,000 for the members of the Irish Institute of Radiography & Radiation Therapy.

The No Claims Bonus is provided if the policy is purchased and renewed with **Underwriters** via Cornmarket Group Financial Services Limited at next renewal.

The No Claims Bonus shall be provided subject to agreement and adjudication by **Underwriters** that the total of paid and incurred losses and costs for the **Policy Period** is less than EUR 50,000.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.