



17 Herbert Place  
Dublin 2  
Ireland  
D02 FP52

Principal Connections  
95 Lower Baggot Street  
Dublin 2

**Client Key:** 42612  
**Date:** 01/02/2017

Tel: (01) 639 5800  
Fax: (01) 639 5850  
Email: info@odon.com  
Web: www.odon.com

Dear Hilarie,

**Professional Indemnity Insurance Policy No.:** IMF150NKX792  
**Broker Reference:** PI-00006-PWRB-17

We write to remind you that the above policy with W R Berkley Insurances Ireland falls due for renewal on Friday 17 February 2017 at a premium of **€865.50**. The above premium includes government levy and an administration fee of Seventy Eight Euros. In order to comply with legislation we would ask you to let us have payment before this date. We can accept payment by cheque, bankers draft, debit or credit card or online via our web site [www.odon.ie](http://www.odon.ie) by selecting the **Payment** icon.

As an Authorised Advisor it is Company policy to examine the renewal terms received from your insurer prior to issuing an invitation to you to renew your policy. Having surveyed the present market, taking into account cover requirements, pricing and current market conditions we are pleased to be able to offer an alternative policy through ARB Underwriting Ltd at an annual premium of **€803.75**.

**If you would like to take advantage of the alternative quotation offered please confirm same with our office for no later than Thursday, February 16 2017.**

A summary of the cover offered by ARB is enclosed and a difference to advise you of is;

WRB – limit is €1,000,000 every claim including defence costs  
ARB – limit is €1,000,000 every claim plus defence costs

Whilst both underwriters are UK based we are recommending the ARB quote as their office is based in Ireland and therefore more accessible to us (and you) should the need arise. WRB closed their Dublin office in 2016 and are now only trading out of their London office.

Alternatively, if you wish to continue cover with your existing insurer, please forward **€865.50**.

### **Duty of Disclosure**

As you are aware it is a fundamental requirement to the arrangement of any insurance contract that all 'material facts' known to the Insured must be disclosed to Insurers. A 'material fact' is any information which may alter the judgement of an Insurer in assessing the risks associated with an Insured. We would recommend that any 'material change' that occurs after the arrangement of an insurance contract must also be disclosed to Insurers, a 'material change' is any information which may alter the judgement of an Insurer that has not previously been disclosed as a 'material fact'. Failure to provide all 'material facts' or notify all 'material changes' may affect the extent of indemnity provided by the Insurances or in certain circumstances result in the insurances being declared void.



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### **Warranties / Endorsements / Conditions**

We would like to draw your attention to all warranties, endorsements and conditions noted on your policy and ask that you familiarise yourself with same. Please note that failure to adhere to all warranties, endorsements and conditions that have been applied to your policy may result in your Insurers declining cover in the unfortunate event of a loss.

A Recruitment Consultants Exclusion applies to both policies;

#### **ENDT31 – Recruitment Consultants Exclusion**

It is hereby noted and agreed that, notwithstanding anything contained in the insurance policy to the contrary, indemnity is not provided in respect of any CLAIM or CIRCUMSTANCE which arises directly or indirectly from the INSURED's liability for negligent acts, errors or omissions committed or allegedly committed by any person introduced, recommended or employed under a contract to provide service by the INSURED, unless such CLAIM is as a result of a failure of the INSURED to use reasonable skill and care in the introduction, recommendation or provision of such person to perform the services specified. All other policy terms and conditions remain unaltered.

We hope you will find renewal terms favourable and look forward to receiving your renewal instructions prior to Thursday, 16 February 2017 in order for us to ensure the continuance of cover.

Enclosed please find a copy of our Terms of Business for your information. We also enclose our Client Survey and would be grateful if you could take a few minutes to complete the form to help us continually improve our service to you.

Should you have any queries in the meantime please do not hesitate to contact us.

Yours sincerely,

Aoife Culleton, CIP  
O'Driscoll O'Neil DAC

Direct Dial: 01 6395824  
E-mail address: aculleton@odon.com



# Important Information

## DUTY OF DISCLOSURE

You must tell us immediately about any changes, which could affect your policy. If you do not disclose something, which is relevant to the assessment of the risk, your policy may be invalidated and any claim you may wish to make may be rejected.

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## RETENTION OF DOCUMENTATION

We will maintain records of the Insurance contract(s) we arrange on your behalf. We will automatically destroy these records after specified periods unless you ask us to do otherwise. We are happy to provide this service free of charge for as long as we remain your broker.

Under the Data Protection Act 1988, you have the right to see, and if necessary, rectify any inaccuracies in your personal information that we hold on our records.

## INSURANCE ADMINISTRATION

O'Driscoll O'Neil DAC may use information you supply for the purposes of the Insurance Administration. It may also be used by your Insurer, its associated companies and agents, who act as claims handling providers for O'Driscoll O'Neil DAC. It may also be disclosed to the Central Bank and other Regulatory Bodies for the purposes of monitoring and/or enforcing O'Driscoll O'Neil's compliance with any regulatory rules/codes.

## DISTANCE MARKETING DIRECTIVE

Under the Distance Marketing Directive the following information must be provided to all customers: Our Trading Name, Address, Contact Details, Regulatory Status, Central Bank contact details, Contact details for the Irish Brokers Association, our complaints Procedure and ICCL/IBA Bonding, all of this information is contained within our Terms of Business. Our premium is displayed overleaf and we confirm that all correspondence and policy documentation will be issued in English and the Member State for which the Law applies is the Republic of Ireland.



## STATEMENT OF SUITABILITY

**IMPORTANT NOTICE – STATEMENT OF SUITABILITY:** This is an important document which sets out the reason why the product(s) or service(s) offered or recommended is/are considered suitable, or the most suitable, for your particular needs, objectives and circumstances.

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**Product:** Professional Indemnity  
**Insured:** Principal Connections  
**Insurer:** ARB  
**Renewal Date:** 16/02/2018

Tel: (01) 639 5800  
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Email: info@odon.com  
Web: www.odon.com

### We understand that you:

- Require advice on appropriate insurance cover to protect your assets, earnings and/or liabilities and
- Wish to purchase a policy or range of policies that a prudent organisation of your type would require.

### In assessing your needs and objectives, and in making recommendations, we have:

- Asked for information from you about your organisation's circumstances as might reasonably be expected to be relevant in enabling us to identify your requirements, and have based on our understanding of your needs and objectives on the information you have supplied to us
- Relied upon you disclosing all facts and circumstances material to the required insurance, having explained to you your duty to disclose all such facts and circumstances, and the consequences of a failure to disclose anything of which you are aware that may be relevant

Having taken account of the scope of cover you have selected, the products available to us and the information and facts you have provided to us, we recommend this product because:

#### Cover

- The coverage, limits and sums insured meet your needs and objectives as we have assessed them.
- The product meets your need to limit the insurable risk exposures of your business activities by the use of insurance.
- The scope of cover and benefits provided by the product

#### Cost

- The cost of the product is reasonable against any other product covering a similar range of needs and objectives that we can offer.
- The premium is the most competitive available to us in terms of price and choice of cover. A number of Insurers (e.g. certain Lloyds Syndicates, Direct Insurers, Insurers of exclusive schemes) do not make their rates or terms available to us or transact business through us or other Insurance Brokers generally. We undertake what market research we can in these circumstances and are satisfied based on this research that our premiums are generally competitive but more competitive terms may be offered by such Insurers for some risk profiles.
- The value for money taking into account the benefits of the contract
- The availability of discounts as a result of multiple policies being placed with the same insurer

#### Insurer/Service

- Flexibility in underwriting by your Insurer
- The efficiency of claims settlement
- The efficient issue and accuracy of the Insurers documentation
- The claims service facilities available with your product
- Financial Strength of the Insurer

#### General

- The product options recommended represent the most suitable from the range of products available from us.
- The product is the most suitable for you taking into account your needs and objectives and the facts and information you have disclosed to us.
- Your own specific and individual requirements being met
- Irish office

Signed: Aoife Culleton

Insured: \_\_\_\_\_  
Principal Connections

**Professional Indemnity Insurance for  
Miscellaneous Specified Professions (AOC)  
Policy Summary**

This document provides a summary of the significant features, benefits, limitations and exclusions of the cover provided by the standard ARB MISC1 CIVIL 09/16 policy wording used for Miscellaneous Specified Professions. It does not contain the full policy terms and conditions which can be found within the policy itself. Each submission will be reviewed individually by underwriters.

**This summary does not form part of the policy.**

Main Cover Benefits and Extensions	Main Cover Restrictions
Indemnity is provided for:	Significant exclusions relate to:
<ul style="list-style-type: none"> <li>• Claims made in respect of CIVIL LIABILITY arising from the Insured's declared business activities</li> </ul>	<ul style="list-style-type: none"> <li>• Self-insured excess</li> </ul>
<ul style="list-style-type: none"> <li>• An indemnity limit for each claim made during the policy period, unlimited in number</li> </ul>	<ul style="list-style-type: none"> <li>• Cover provided by more specific insurances such as Employers Liability or Public Liability</li> </ul>
<ul style="list-style-type: none"> <li>• The costs of defending a claim</li> </ul>	<ul style="list-style-type: none"> <li>• Claims made by entities in which you have a controlling interest</li> </ul>
<ul style="list-style-type: none"> <li>• Indemnity in respect of Defamation/Libel/Slander</li> </ul>	<ul style="list-style-type: none"> <li>• Liquidated damages assumed under contract</li> </ul>
<ul style="list-style-type: none"> <li>• The cost incurred in replacing or restoring documents in the Insured's custody or control which may be lost or damaged</li> </ul>	<ul style="list-style-type: none"> <li>• Claims or circumstances which may give rise to a claim of which the Insured was aware prior to inception and which should have been notified to previous insurers</li> </ul>
<ul style="list-style-type: none"> <li>• Excess capped at 3 Excesses per policy period</li> </ul>	<ul style="list-style-type: none"> <li>• Fines or penalties</li> </ul>
<ul style="list-style-type: none"> <li>• Claims mitigation costs</li> </ul>	<ul style="list-style-type: none"> <li>• Asbestos</li> </ul>
<ul style="list-style-type: none"> <li>• Public Relations costs to avert or mitigate damage done to the Insured's reputation or brand in the event of a claim</li> </ul>	<ul style="list-style-type: none"> <li>• Dishonesty and fraud perpetrated by a partner or director</li> </ul>
<ul style="list-style-type: none"> <li>• Compensation for Principal or employee attendance at Court</li> </ul>	<ul style="list-style-type: none"> <li>• Business performed in USA and Canada</li> </ul>
<ul style="list-style-type: none"> <li>• Acts of representatives appointed by the Insured and working on the Insured's behalf</li> </ul>	<ul style="list-style-type: none"> <li>• Business conducted prior to any retroactive date applicable</li> </ul>
<ul style="list-style-type: none"> <li>• Your liability arising out of Joint Ventures</li> </ul>	<ul style="list-style-type: none"> <li>• Supply of goods</li> </ul>

This insurance is underwritten by certain underwriters at Lloyd's, 1 Lime Street, London EC3M 7HA. Lloyd's is authorised under the Financial Services and Markets Act 2000 and is regulated by The Prudential Regulation Authority. This policy is administered by ARB Underwriting Ltd under Binding Authority contract. ARB Underwriting Ltd is a Limited Company registered in Ireland under Company number 168567. The registered office of ARB Underwriting Ltd is ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co. Dublin A94 E4X2. ARB Underwriting Ltd is authorised and regulated by The Central Bank of Ireland as an insurance intermediary with registered number 168567 and may be found in the Registers section at [www.centralbank.ie](http://www.centralbank.ie)