



## Professional insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

**Steve Langan**  
Managing Director, Hiscox UK and Ireland

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR

by telephone on 0800 116 4627/01904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** may also have the right to refer **your** complaint to the Financial Services Ombudsman. For more information regarding the scope of the Financial Services Ombudsman, please refer to [www.financialombudsman.ie](http://www.financialombudsman.ie).

## General terms and conditions

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in the schedule.
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in the schedule.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Programme</b>	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"><li>is committed for political, religious, ideological or similar purposes; and</li><li>is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li><ol style="list-style-type: none"><li>involves violence against one or more persons; or</li><li>involves damage to property; or</li><li>endangers life other than that of the person committing the action; or</li><li>creates a risk to health or safety of the public or a section of the public; or</li><li>is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurer named in the schedule.

## General terms and conditions

You/your

The insured named in the schedule.

### Conditions precedent

General Conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

### General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.  
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

Due diligence

3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

Premium payment

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €10.

If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

6. The most **we** will pay is the relevant amount shown in the schedule.  
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.  
**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.  
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

Other insurance

8. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Governing law

9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of Ireland.

## General terms and conditions

Arbitration

10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

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### General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
  - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

The General terms and conditions and the following terms and conditions all apply to this section.

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### Special definitions for this section

<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Business activity</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

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### What is covered

Claims against you	<p>If during the <b>period of insurance</b>, and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li>negligence or breach of a duty of care;</li><li>negligent misstatement or negligent misrepresentation;</li><li>infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li><li>breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li><li>defamation;</li><li>dishonesty of <b>your</b> individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to <b>you</b> and under <b>your</b> supervision;</li><li>negligence or breach of a duty of care in connection with the transmission of a computer <b>virus</b> or a denial of service attack;</li><li>any other civil liability unless excluded under <b>What is not covered</b> below;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p><b>We</b> will indemnify <b>you</b> against any claim falling within the scope of <b>What is covered</b>, Claims against you, which is brought as a result of <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If <b>your</b> client has reasonable grounds for being dissatisfied with the work <b>you</b> have done or which has been done on <b>your</b> behalf, refuses to pay for any or all of it, including amounts <b>you</b> legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against <b>you</b> for more than the amount owed, it may be possible to settle the dispute with the client by <b>your</b> agreeing not to press for the disputed amount. If so, <b>we</b> will pay <b>you</b> the amount owed to <b>you</b> at that time if <b>we</b> believe that this will avoid a legitimate claim for a greater amount and <b>we</b> have given <b>our</b> prior written approval to settling in this way and for this amount.</p> <p>Alternatively, if it is not possible to reach agreement with the client on this basis but <b>we</b> still believe that by not pressing for the disputed amount <b>you</b> will avoid a legitimate claim or counterclaim for a greater amount, <b>we</b> will pay the amount owed to <b>you</b> at that time. If a claim is still brought, <b>we</b> will deal with it but <b>our</b> total payment, including what <b>we</b> have already paid <b>you</b> or on <b>your</b> behalf, will not exceed the applicable limit of indemnity shown in the schedule. <b>You</b> must return the amount <b>we</b> have paid if <b>you</b> eventually recover the debt, less <b>your</b> reasonable expenses.</p>



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Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any part of a claim not covered by this section.

### Your own losses

Dishonesty of your employees, sub-contractors and outsourcers

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

### Additional cover

Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

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## What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
1. any investment of, or direct advice on the investment of, client funds.
  2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a building services engineer.
  3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
  4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
  5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
  6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
  7. any computer **virus** that was not specifically targeted to **your** system.
  8. any liability under any contract which is greater than the liability **you** would have at law without the contract.
  9. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer.
11. any discrimination, harassment or unfair treatment.
12. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.

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14. the loss, damage or destruction of any tangible property:
- a. other than documents in **your** care, custody or control in connection with a **business activity** for a client; or
  - b. unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
- This clause does not apply to **your** own loss under the Loss of documents cover in **What is covered**.
15. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
16. the loss or distortion of any data held electronically.
17. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your business**, or a breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
18. any supply, manufacture, sale, installation or maintenance of any product.
- Deliberate, reckless or dishonest acts 19. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
20. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in **What is covered**. Claims against you, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.
- Pre-existing problems 21. any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.
- Date recognition 22. **date recognition**.
- War, terrorism and nuclear 23. **war, terrorism or nuclear risks**.
- Asbestos 24. **asbestos risks**.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of **your business activity**.
- Restricted recovery rights 2. that part of any claim where **your** right of recovery is restricted by any contract.
- Lost profit and VAT 3. **your** lost profit, mark-up or liability for VAT or its equivalent.
- Trading losses 4. any trading loss or trading liability including those arising from the loss of any client, account or business.
- Non-compensatory payments 5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages.
- Claims outside the applicable courts 6. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.
- This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

#### How much we will pay

**We** will pay up to the overall limit of indemnity for this section shown in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** shown in the schedule.

When **we** settle a loss under **Your own losses**, Dishonesty of your employees, sub-contractors and outsourcers, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

#### Special limits

Aggregate limit for dishonesty, physical damage and injury

For **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers and for claims brought against **you** arising from dishonesty of **your** partners, directors, employees, subcontractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such losses and claims and their **defence costs**. The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your** employees, sub-contractors and outsourcers is further limited to the amount shown in the schedule, which amount is included within the overall aggregate limit stated in this paragraph and not in addition to it.

**You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

#### Your obligations

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
  - a. **your** first awareness of a shortcoming in any work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
  - b. any claim or threatened claim against **you**;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

#### Control of defence

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any claim or part of a claim brought against **you** which is covered by this section and which **we** consider **you** have reasonable prospects of successfully defending.

If **we** do not consider that **you** have reasonable prospects of defending a claim or part of a claim **we** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed Queen's Counsel, or equivalent in a





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different jurisdiction, as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

Appointment of legal representation

If a covered or partially covered claim is brought against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

**We** have no duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

The General terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

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**What is covered**

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

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**What is not covered**

**We** will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
  - a. claim under any **Management liability – Employment practices liability** section;
  - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects **your** profession or industry;
  - b. governmental regulations which affect another country or **your** profession or industry; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

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**How much we will pay**

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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**Your obligations**

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.