



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.

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**.

Richard O'Dwyer

Managing Director, Hiscox Ireland

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 Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

or by telephone on +353 1800 901 903
or by email at customerrelations.ireland@hiscox.com

If you remain dissatisfied after the internal complaint resolution process and if you are a consumer (as defined in the Financial Services and Pensions Ombudsman Act 2017) you have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29

Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

If you have purchased your policy online you can also make a complaint via the EU's ODR online dispute resolution platform. The website for the ODR platform is: <http://ec.europa.eu/odr>. Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg

Email: caa@caa.lu

Insurance Ombudsman
ACA
12, rue Erasme
L - 1468 Luxembourg

Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu



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Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our cookies policy at: www.hiscox.ie/cookies, and our privacy policy at: www.hiscox.ie/privacy.

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of;2. asbestos, asbestos fibres or material containing asbestos; or3. exposure to asbestos, asbestos fibres or materials containing asbestos;
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Computer or digital technology	Any program , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. use, creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any computer or digital technology.
Cyber attack	Any digital attack which is designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. cause damage to; or4. disrupt access to or the operation of: any computer or digital technology, including but not limited to any: <ol style="list-style-type: none">a. virus;b. malicious search engine optimization;c. malicious clicking on any pay-per-click links;d. crypto-jacking; ore. denial of service attack or distributed denial of service attack.
Date recognition	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.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area stated in the schedule.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none">1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;2. 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;3. all operations carried out on any site or premises on which anything in a. or b. above is located.



General terms and conditions

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Period of insurance	The time for which this policy is in force as stated in the schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation.
Policy	This insurance document and the schedule, including any endorsements .
Programs	A set of instructions written in a computer language which tells a computer or digital technology how to process data or interact with ancillary equipment.
Social engineering communication	Any request directed to you by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to, where such person improperly: <ol style="list-style-type: none">1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such virtual currency, money, securities, data or property had they made such a request; or2. assumes the identity of another person who you reasonably believe exists and would be lawfully entitled to possession of or access to, or to authorise transactions in respect of such virtual currency, money, securities, data or property had they existed and made such request.
Space perils	Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.
Terrorism	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">1. is committed for political, religious, ideological or similar purposes; and2. is intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">a. involves violence against one or more persons; orb. involves damage to property; orc. endangers life other than that of the person committing the action; ord. creates a risk to health or safety of the public or a section of the public; ore. is designed to interfere with or to disrupt an electronic system.
Virus	Programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware and other malicious software or viruses.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurer named in the schedule.
You/your	The insured named in the schedule.

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO CONSUMERS FALLING WITHIN THE DEFINITION OF 'CONSUMER' IN THE CONSUMER INSURANCE CONTRACTS ACT 2019 I.E.:

1. A NATURAL PERSON, NOT ACTING IN THE COURSE OF BUSINESS;
2. A SOLE TRADER, PARTNERSHIP, TRUST CLUB OR CHARITY (NOT BEING A BODY CORPORATE), WITH AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; OR
3. AN INCORPORATED BODY THAT:
 - A. HAD AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; AND
 - B. IS NOT A BODY CORPORATE THAT IS A MEMBER OF A GROUP OF COMPANIES WITH A COMBINED ANNUAL TURNOVER (IN THE PREVIOUS FINANCIAL YEAR OF THE GROUP OF COMPANIES), OF GREATER THAN €3 MILLION.

NON-CONSUMERS SHOULD REFER BELOW TO THE GENERAL TERMS AND CONDITIONS – NON-CONSUMERS.

Conditions precedent

General condition 7, below and General claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** may not make any payment, or may reduce the amount of any payment under this insurance if **you** fail to 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.

Representations

1. Any statement of opinion or statement as to the existence of a state of affairs made by **you** in connection with this **policy** shall have effect solely as a representation made by **you** prior to entering into this **policy**.

Pre-contractual duty of disclosure

2. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

You must answer all questions that **we** ask **you** before entering into the **policy** or on renewal honestly and with reasonable care.

Where **we** ask **you** to answer a specific question, the subject matter of the question is material to the risk **we** are undertaking or the calculation of the premium or both.

If **you** fail to answer the questions **we** ask honestly and with reasonable care, **we** shall be entitled to the remedies as set below if the non-disclosure of material information was an effective cause of **us** entering into this **policy**, and on these terms.

Provided that **you** have discharged this duty of disclosure before entering into the **policy** or a previous renewal, then at renewal **you** are only required to provide **us** with the additional information that **we** expressly request. If **you** do not provide any new information in response to **our** request and **you** continue to pay the renewal premium, **we** shall presume that the information **you** previously provided has not altered.

Renewal of **your policy** does not remedy any previous breach of **your** obligations under this clause.

Misrepresentation and remedies

3. If **you** or anyone acting on **your** behalf provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our** remedies shall depend on the nature of the misrepresentation as follows:
 - a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your** claim subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;
 - b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
 - i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and

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	<p>refuse all claims, in which case we will return the premium to you;</p> <p>ii. If we would have entered into this policy but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset, if we so require;</p> <p>iii. If we would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim; or</p> <p>iv. Where there are no outstanding claims under your policy, we can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the policy by giving you reasonable notice.</p> <p>c. If such answer involves a fraudulent misrepresentation and a claim has been made under the policy, or where your conduct involves fraud of any other kind, we will be entitled to treat this policy as having been void from its inception and we are not required to return the premium.</p>
Alteration of risk and material changes	<p>4. We may refuse a claim made by you where there is a change in the subject matter of the contract of insurance and circumstances have changed to the extent that the new risk is something which we did not agree in writing to cover by an express term of the policy, endorsement, written confirmation or otherwise.</p>
Suspensive conditions	<p>5. Any term in the policy or other documents issued by us that imposes a continuing restrictive condition on you shall be treated as a suspensive condition, and a breach of that term will suspend our liability under the policy from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. We will have no liability to you for any claim if the loss occurs during the period when our liability is suspended.</p> <p>If a breach of a continuing restrictive condition has not increased the risk of the loss that has occurred (being the loss for which you are making a claim under the policy), our liability will not be suspended and we will still be liable subject to other terms and conditions of the policy.</p> <p>This clause applies to any term in the policy that has the effect of reducing the risk in the policy relating to:</p> <p>a. a particular type of loss;</p> <p>b. loss at a particular time; or</p> <p>c. loss in a particular location.</p> <p>Any breach by you of the type of term in (a), (b) or (c) above shall only suspend our liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the claim has occurred we will be liable for your claim, subject to the other terms and conditions of the policy.</p>
Due diligence	<p>6. 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.</p>
Premium payment	<p>7. We will not make any payment under this policy unless you have paid the premium.</p>
Right to withdraw: cooling-off period/ cancellation	<p>8. You may cancel this policy by giving us notice of the cancellation in writing within 14 working days after the date when you are informed that the policy has been concluded. If you cancel the policy, you will be released from any further obligation arising from the policy and we will not impose any financial cost on you other than the costs of the premium for the period of cover.</p> <p>We may cancel the policy by giving 30 days written notice. If we have agreed that you can pay us the premium by installments and we have not received an installment 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 the premium installments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> <p>Where we notify you that we are cancelling the policy, we will repay the balance of the premium for the unexpired term of the policy without imposing any financial cost on you</p>



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	and will provide the reason or reasons for the cancellation.
Third party rights	<p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Consumer Insurance Contracts Acts 2019.</p> <p>A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the insurer and the right to make a claim in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.</p>
Multiple insureds	<p>9. The most we will pay is the relevant amount shown in the schedule.</p> <p>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.</p> <p>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.</p>
Subrogation	<p>10. We will not exercise our subrogation rights against some other person if that other person does not have insurance in respect of their liability to you, and where you have decided not to exercise your rights against that other person because:</p> <ol style="list-style-type: none">you and that other person are members of the same family or cohabitants, oryou expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the policy. <p>If that other person does have insurance in respect of their liability to you, we are entitled to exercise our subrogation rights against that other person, but we will not recover more than the amount that that other person may recover under any liability insurance in respect of the loss.</p> <p>Notwithstanding the above, we are entitled to exercise our subrogation rights against that other person where the conduct of that other person which gave rise to the loss was serious or willful misconduct.</p> <p>We will not exercise any rights of subrogation against your employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.</p> <p>Notwithstanding any provision of this policy, any amounts recovered when exercising our rights of subrogation in respect of loss shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.</p>
Aggregate limit	<p>11. 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.</p> <p>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.</p>
Cover under multiple sections	<p>12. Where you, including anyone within the meaning of you or insured person in any section of the policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy, being the section that provides the most advantageous cover to you or the party entitled to cover.</p>
Other insurance	<p>13. 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.</p>
Governing law	<p>14. This policy is governed by the laws of Ireland.</p>



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Arbitration

15. 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 Irish barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.

Sanctions

16. **We** will not make any payment under this **policy** if making such payment would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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** may not make any payment under this **policy** or may reduce the amount of any payment if **you** fail to:
 - a. give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - b. 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 or any potential subsequent claim.
 - c. subject to the General Condition on Subrogation above, 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

Claims co-operation

It shall be a continuing restrictive condition of the **policy** that **you** shall co-operate with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Notification of claims

We will not refuse to pay a claim solely on the basis that **you** have failed to comply with a specified notification period, provided that **your** failure to comply with the specified notification period does not prejudice **us** in any way.

Fraudulent claims

If a claim contains information that is false or misleading in any material respect which **you** either know or consciously disregard whether it is false or misleading, **we**:

1. shall be entitled to refuse to pay the claim; and
2. shall be entitled to terminate the **policy** by giving notice to **you**, and the **policy** will be treated as terminated from the date that **you** submitted the fraudulent claim, and **we** shall refuse liability for any claim made after the fraudulent claim and retain **your** premium.

This does not affect **your** rights in relation to any valid claim made under this **policy** before the date of any fraudulent claim or where fraudulent evidence or information is submitted or adduced in support of a valid claim.

IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO NON-CONSUMERS

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.



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- Cover under multiple sections 8. Where **you**, including anyone within the meaning of **you** or insured person in any section of the **policy**, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, **we** shall only provide cover under one section of the **policy**, being the section that provides the most advantageous cover to **you** or the party entitled to cover.
- Other insurance 9. **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 10. This **policy** will be governed by the laws of Ireland.
- Arbitration 11. 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 barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.
- Sanctions 12. **We** will not make any payment under this **policy** if making such payment would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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**:
- give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
 - 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**;
 - 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 or any potential subsequent claim;
 - 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.
- Recovering a loss payment 3. **We** shall be entitled at **our** discretion to take over and conduct in **your** name the investigation, defence, pursuit or settlement of any claim.
- We** shall be entitled to pursue recovery of payments made under this insurance, in **your** name but at our expense, and **you** must give **us** all assistance **we** may reasonably require.



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

Special definitions for this section

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

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim against you for:</p> <ol style="list-style-type: none">1. negligence or breach of a duty of care;2. negligent misstatement or negligent misrepresentation;3. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;4. breach of confidence or misuse of any information, including personal data which is either confidential or subject to statutory restrictions on its use;5. defamation;6. dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;7. any other civil liability unless excluded under What is not covered below; <p>We will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Sub-contractors or outsourcers	<p>We will indemnify you against any claim falling within the scope of What is covered, Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our 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 we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt, less your 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

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement 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.

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 for the purposes of a loan or any construction or erection work.
 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 but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
 6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
 7. a **computer or digital technology error**. This exclusion does not apply to **What is covered** 4. provided the **computer or digital technology error** was committed by **you**.
 8. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 8.a. to 8.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 8.a. to 8.d. above.

However, this exclusion will not apply to a **cyber attack** if **you** alone are specifically targeted in isolation by a **hacker** following or in connection with a **computer or digital technology error** (but excluding a **computer or digital technology error** caused as result of any negligent act, error or omission by anyone other than **you**) which is linked to your **business activity** or **advertising** on or after the **retroactive date** within the geographical limits.

9. any liability under any contract which is greater than the liability **you** would have at law without the contract.
10. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

11. anyone's employment with or work for **you**, or any breach of an obligation owed by **you**



Professional indemnity Policy wording

as an employer.

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.
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. any discrimination, harassment or unfair treatment.
16. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
17. the loss or distortion of any data held electronically.
- Directors and officers' liability 18. any liability or breach of any duty or obligation owed to **you** or **your** shareholders by any of **your** directors, officers, trustees or board members, including but not limited to:
 - a. any allegation of insider trading;
 - b. any breach of any duty of corporate liability;
 - c. any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports or financial statements.
- Personal liability 19. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a client or **advertising**.
20. any supply, manufacture, sale, installation or maintenance of any product.
- Deliberate, reckless or dishonest acts 21. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
24. 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 25. 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 26. **date recognition**.
- Infrastructure interruption 27. any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
- War, terrorism, nuclear, asbestos or space perils 28. **war, terrorism, nuclear risks, asbestos risks or space perils**.
- B. **We** will not make any payment for:
 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**.



Professional indemnity Policy wording

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.
Judicial review	5. costs incurred or awards of damages arising directly or indirectly from any claim or application for the judicial review of a decision, act or omission under Order 84 of the Rules of the Superior Courts 1986, as amended or as referred to in specialised statutory schemes of judicial review or any similar or successor rules or legislation.
Non-compensatory payments	6. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages and additional damages under section 128(3) of the Copyright and Related Acts, 2000 or any statutory successor to that section.
Claims outside the applicable courts	7. 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.

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 claims brought against **you** arising from dishonesty of **your** partners, directors, employees, sub-contractors 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**.

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;
 - d. **your** discovery that any tangible document of **yours** has been physically lost, damaged or destroyed.



Professional indemnity Policy wording

- 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 senior counsel, 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** will not pay costs for any part of a claim not covered by this section. **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, as applicable and the following terms and conditions all apply to this section.

Special definitions for this section

Abuse or molestation	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Drone	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
Inefficacy	The failure of any of your products or any service, process or system provided or managed by you to perform the function or serve the purpose for which it was intended.
Mental injury	A diagnosed recognisable psychiatric injury.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
Products	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by you .
Property damage	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You/your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance; <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against a customer of your business for whom you are providing services under contract or agreement and you are liable for that claim, we will treat such claim as if made against you and make the same payment to such customer that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;

Public and products liability

Policy wording

- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Additional cover

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drones**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of employment/contract of service or apprenticeship with **you**.

Abuse

4. **abuse or molestation**.

Pollution

5.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Cyber incident

6. or contributed to by, resulting from or in connection with any:
 - a. **cyber attack**;
 - b. **hacker**;
 - c. **social engineering communication**;
 - d. any fear or threat of 6.a. to 6.c. above; or
 - e. any action taken in controlling, preventing, suppressing, responding or in any way

		relating to 6.a. to 6.d. above.
Computer or digital technology error	7.	any computer or digital technology error .
Computer virus	8.	transmission of a computer virus .
Professional advice/services	9.	designs, plans, specifications, formulae, directions or advice prepared or given by you or professional services provided by you .
Your products	10.	<ul style="list-style-type: none"> a. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts; b. any products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products; c. any products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipments, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or products; d. any products relating to drones or self-balancing motorised scooters.
Inefficacy	11.	inefficacy .
Deliberate or reckless acts	12.	any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	13.	your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	14.	date recognition .
War, terrorism, nuclear, asbestos or space perils	15.	war, terrorism, nuclear risks, asbestos risks or space perils .
Impact or contact sports	16.	<ul style="list-style-type: none"> a. death or bodily injury to any person taking an active part in any sport involving the striking of an opponent with any part of the body or any implement including but not limited to fencing, boxing, kick boxing, karate, kung fu, kendo, mixed martial arts, taekwondo, pororesu, jujutsu, muay thai, judo, unifight, judo and wrestling; b. death or bodily injury caused by the action or inaction of a participant(s) against another participant(s) taking an active part in any sport involving competitive physical contact between participants including but not limited to association football (soccer), Australian rules football, American football, rugby, hockey, ice hockey, lacrosse, hurling, water polo.
Treatment or care	17.	the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with your business .
Infrastructure interruption	18.	any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
Personal data claims	19.	the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
	B.	We will not make any payment for:
Restricted recovery rights	1.	that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2.	finances and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

3. 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.

Claims outside the geographical limits

4. any claim brought against **you** resulting from work **you** undertake in any country outside the **geographical limits**.

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the 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 **excess** for each claim.

All claims 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.

Special limits

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

We will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director €325
2. Any other employee €130

The most **we** will pay for the total of all court attendance compensation is €13000.

Paying out the limit of indemnity

At any stage **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 those claims or their **defence costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.
You should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:
by email to: hiscoxirelandclaims@hiscox.com; or
by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.
2. unless you notify **us** as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. 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.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, solicitor or any other appropriate person to deal with the claim.

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. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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** will not pay costs for any part of a claim not covered by this section. **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 further 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.