



Clubs and Associations Insurance Portfolio

Policy wording

A seamless integrated insurance solution for UK clubs and associations.

We can provide one of all of the following covers.

- Trustees and individual liability
- Employment practices liability
- Professional and legal liability
- Internet and email
- Property and loss of income insurance
- Personal accident and illness
- Group travel
- General liability, public and products liability
- Employers' liability
- Commercial legal protection

Subject to underwriting criteria.



Clubs and Associations Insurance Portfolio

Policy wording

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**.

Signed for and on behalf of Hiscox Insurance Company Ltd

Steve Langan
Managing Director

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Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are a key to monitoring our service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by the insurance company.

If you have a complaint, please contact your insurance broker in the first instance.

If your complaint cannot be resolved satisfactorily by your insurance broker, please contact our customer services team:

Customer Services Manager
Telephone: 020 7448 6249
Email: customerservices@hiscox.com

Customer Services Representative
Telephone: 020 7448 6250
Email: customerservices@hiscox.com

Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX.

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800

General terms and conditions

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">the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe 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.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
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.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;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;all operations carried out on any site or premises on which anything in (a) or (b) is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
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">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, <ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health and safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
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	Hiscox Insurance Company Limited.
You/your	The insured named in the schedule.

General terms and conditions

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.

1. Basis of insurance

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.

2. Change of circumstances

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**.

3. Due diligence

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.

4. Premium payment

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

5. Cancellation

You or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

6. Multiple insureds

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**.

7. Aggregate limit

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.

8. Rights of third parties

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 Contracts (Rights of Third Parties) Act 1999.

General terms and conditions

9. Other insurance

This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.

10. Governing law

Unless some other law is agreed in writing, this **policy** is governed by the laws of England.

11. Arbitration

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.

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.

1. Your obligations

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.

2. Fraud

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.

Trustees and individual liability

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding made against an insured person seeking monetary damages or other legal relief alleging a wrongful act .
Corporate manslaughter	The prosecution of you or an insured person for causing unlawful death, where death is caused by you either by accident or by an unlawful act.
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business .
Employment claim	A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
Insured person	<ul style="list-style-type: none"> a. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you, b. any de facto director whilst acting in such capacity for you, c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction, d. Any employee of you, e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a claim against that person, f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you or any insured person conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which any insured person is legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .
Loss	<p>The amount any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include:</p> <ul style="list-style-type: none"> a. any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits; b. punitive and exemplary damages in relation to an employment claim;

Trustees and individual liability

c. the multiplied portion of any damages award unless awarded for defamation.

Pollutant

Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.

Retired trustee

Any **insured person** no longer acting in such capacity.

Subsidiary

Any entity in which **you**:

- a. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
- b. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a **claim** against **you** or an **insured person** arising from a **wrongful act or employment practice wrongful act** committed before it ceased to be a **subsidiary**.

Wrongful act

Any actual or alleged act, error or omission committed or attempted by an **insured person** arising from the performance of the **insured person's** duties in their capacity as **your** trustee, committee member, volunteer, director, officer or **employee** including:

- a. breach of any duty, including fiduciary or statutory duty;
- b. breach of trust;
- c. negligence, negligent misstatement, misleading statement or negligent misrepresentation;
- d. defamation;
- e. wrongful trading under section 214 of the Insolvency Act 1986 (or equivalent legislation);
- f. breach of warranty of authority;
- g. any other act, error or omission attempted or allegedly committed or attempted by an **insured person** solely because of their status as a director, officer or **employee** of **you**.

You / your

Also includes any **subsidiary**, and any **subsidiary** created or acquired during the **period of insurance** provided that the newly created or acquired **subsidiary**:

- a. is not domiciled in the United States of America;
- b. does not trade any of its **securities** on any United States of America exchange;

but only for a **claim** against an **insured person** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiaries** which do not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the terms and conditions of this section during the **period of insurance** and may charge a reasonable additional premium.

What is covered

Claims against an insured person

We will pay on behalf of any **insured person** the **loss** arising from a **claim** first made during the **period of insurance** against any **insured person** for any **wrongful act** within the **geographical limits**.

Clubs and association reimbursement

We will pay on **your** behalf the **loss** which **you** are legally obliged or permitted to pay on behalf of an **insured person** arising from a **claim** first made during the **period of insurance** against an **insured person** for a **wrongful act** within the **geographical limits**. **You** must pay the relevant **excess** (if any) shown in the schedule.

If **you** are permitted or obliged to provide such payment but fail to do so for any reason other than **your** insolvency, **we** will pay the amount of the **claim** less the relevant **excess** regardless of whether **you** advanced payment or indemnified an **insured person** for such **loss**.

Trustees and individual liability

Employment claims	<p>We will pay on behalf of an insured person the loss arising from an employment claim first made against an insured person during the period of insurance brought by a current, former or potential employee of yours.</p> <p>This cover does not apply if the insured person is covered under the employment practices liability section of this policy.</p>
Corporate manslaughter	<p>We will pay on your behalf the loss which you are legally obliged or permitted to pay on behalf of an insured person arising from a claim for corporate manslaughter (or equivalent legislation in any other jurisdiction) first made during the period of insurance against an insured person for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Representation costs	<p>a. We will pay on behalf of any insured person the legal representation costs arising from an investigation where your or an insured person's attendance is required first notified as being required during the period of insurance,</p> <p>b. We will pay on your behalf the legal representation costs arising from an investigation where an insured person's attendance is required which you are legally obliged or permitted to pay on behalf of the insured person first notified as being required during the period of insurance.</p>
What is not covered	<p>A. We will not make any payment for any claim, loss or investigation:</p>
Deliberate or dishonest acts	<p>1. based upon, attributable to or arising out of:</p> <ol style="list-style-type: none"> i. a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation committed by any insured person; ii. an act intended to secure or which does secure a personal profit or advantage to which any insured person was not legally entitled. iii. an act intended to secure or which does secure a profit for any other company where an insured person is a director, officer or employee of such company. <p>This exclusion will only apply after a judgment or other final adjudication or an admission by an insured person that such act did occur.</p>
Prior claims, investigations and circumstances	<p>2. based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance.</p>
Prior litigation	<p>3. based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person or you initiated prior to the date shown under the prior and pending litigation date in the schedule.</p>
Pension fund trustees	<p>4. based upon, attributable to or arising out of an insured person's operation or administration of any pension or employee benefit scheme or trust fund, or their breach of any legislation or regulation relating to these activities.</p>
Claims in the United States of America	<p>5. based upon, attributable to or arising out of any wrongful act committed or attempted in the United States of America.</p>
Bodily injury or property damage	<p>6. based upon, attributable to or arising from or mental or emotional distress (except an employment claim), sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use of such property.</p> <p>This exclusion shall not apply to any claim for corporate manslaughter or arising under the Health & Safety at Work etc Act 1974. This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Claims brought by a related party	<p>7. based upon, attributable to or arising out of any claim by you.</p>

Trustees and individual liability

Takeovers and mergers

8. based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by an **insured person** after **you** merge or consolidate with another company.

In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to **loss** arising out of any **claim** for a **wrongful act** committed by an **insured person** prior to the effective date of sale or dissolution.

Special conditions

General terms

The general definitions, general conditions and general claims conditions set out in the general terms all apply equally to each **insured person** and to **you**, except for general condition 3. Premium payment which apply only to **you**.

General condition 1, paragraph 2, shall not apply to this section. Under this section only we waive our right to rescind the policy on the grounds of non-disclosure or mis-representation.

General condition 4 cancellation will only apply on the grounds of non-payment of the premium.

You agree to act on behalf of all the **insured persons** as regards paying the premium and giving or receiving notice of all matters relevant to this section.

Information provided by an Insured person

All information which any **insured person** provides before **we** agreed to insure **you** will be considered as a separate application for each **insured person** and as such the knowledge of or any statement made by an **insured person** will not be imputed to any other **insured person** for the purposes of determining whether cover is available for any **claim** against such other **insured person**.

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of item 1 under YOUR OBLIGATIONS will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- a. **we** receive **your** written notice of purchase and **your** premium within 30 days following the end of the **period of insurance**; and
- b. this section of the **policy** is not replaced or succeeded by any other policy providing directors' and officers' liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring **policy**, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party acquires more than 50% of **your** issued share capital or if cover under this section is continued solely as a result of the **retired trustees** special condition.

Takeovers and mergers extended notification period

In the event that **you** merge or consolidate with another company during the **period of insurance** **we** may extend this section to continue in force for a period of up to 72 months from the expiry date of the current **period of insurance**, provided that such extension shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of such takeover or merger.

The above extension shall be at **our** sole discretion and will be subject to such additional terms and conditions and premium as **we** may require. The **extended notification period** and **retired directors** special conditions shall not apply to any such extension.

Trustees and individual liability

Retired trustees

In the event that **you** do not renew or replace this section of the **policy**, and only in respect of any **insured person** who retires prior to the date of non-renewal for reasons other than disqualification from holding such a position, this section shall continue in force for a period of 72 months from the date of non renewal (the 'run-off period'), provided that:

- a. this section shall only apply to **claims** arising from any **wrongful act** committed or alleged prior to the date of retirement of the **insured person**;
- b. the run-off period shall run concurrently with any extended notification period;
- c. no similar insurance is effected elsewhere.

Additional defence costs

In the event that the limit of indemnity is exhausted **we** will provide an additional limit of indemnity of £100,000 in the aggregate, provided that the **insured person** has previously not been the subject of a **claim** for a **wrongful act** or series of **wrongful acts** that led to the exhaustion of the limit of indemnity.

This limit applies to the payment of **defence costs** only.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** or circumstance shall be treated as first made when **we** receive notice of the first **claim** or circumstance. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

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 the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 30 days after it expires:
 - a. the **insured person's** first awareness of any **wrongful act** or any shortcoming in performing their duties which is likely to lead to a **claim** against them. This includes any criticism of the **insured person** even if they regard it as unjustifiable.
If **we** accept the **insured person's** notification **we** will regard any subsequent **claim** as notified to this insurance.
 - b. any **claim** or threatened **claim** against the **insured person** or the **insured person's** lawful spouse.
 - c. any **investigation** into **you**.
 - d. the start of any disqualification proceedings against any **insured person**.
2. **You** may notify **us** of any circumstance **you** reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.
3. If any **insured person** prior to the **period of insurance** had knowledge of a material misstatement in or omission from the information provided to **us** upon which **we** agreed to insure **you**, that **insured person** will have no cover under this section.

Trustees and individual liability

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

Any **insured person** may with **our** prior written approval appoint legal representation, however, however, 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**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**.

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Counsel or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you** and any **insured person**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Employment practices liability

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

Special definitions for this section

Benefits	Any compensation awarded to an employee other than basic remuneration including but not limited to health benefits, amounts due in respect of employee benefit or pension scheme, share or stock options, incentives or deferred compensation.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding made against you or an insured person seeking monetary damages or other legal relief alleging an employment practice wrongful act .
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against you or an insured person or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business .
Employment claim	A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
Employment practice wrongful act	Any actual or alleged act, error or omission committed or attempted by you or an insured person or by any third party where you are held vicariously liable relating to any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation or a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, retaliation, defamation, invasion of privacy or any other claim arising solely as a result of the employment by you of any current, former or prospective employee .
Insured	<ul style="list-style-type: none"> a. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you, b. any de facto director whilst acting in such capacity for you, c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction, d. Any employee of you, e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a claim against that person, f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into you conducted by any Regulator, Government Department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
Legal representation costs	Reasonable and necessary legal costs, fees, charges and expenses for which you are legally liable, incurred with our prior written consent (not including remuneration of any insured person or other additional costs of yours) for legal representation directly in relation to an investigation .

Employment practices liability

Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none"> a. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or b. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p>
Loss	<p>The amount you and/or any insured person becomes legally liable to pay in respect of a claim including defence costs, legal representation costs, awards of damages, awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, remuneration or employment related benefits, punitive and exemplary damages in relation to an employment claim or the multiplied portion of any damages award.</p>
Retaliation	<p>Any claim brought against an employee relating to any actual or alleged action taken by such employee exercising or attempting to exercise their rights under law.</p>
You/your	<p>Also includes:</p> <ol style="list-style-type: none"> a. any subsidiary; b. any subsidiary created or acquired during the period of insurance provided that the number of the subsidiary's employees does not exceed 20% of the existing number employed by you, but only for a claim against you or an Insured person arising from an employment practice wrongful act committed after the date of acquisition.
What is covered	
Claims by employees	<p>We will pay on your behalf the loss arising from a claim by an employee first made during the period of insurance against you or an insured person for an employment practice wrongful act.</p> <p>You must pay the relevant excess (if any) shown in the schedule. This excess shall not apply to any claim brought solely against an Insured person.</p>
Claims by others	<p>We will pay on your behalf the loss arising from a claim by anyone other than an employee first made during the period of insurance against you for an employment practice wrongful act.</p> <p>You must pay the relevant excess (if any) shown in the schedule. This excess shall not apply to any claim brought solely against an Insured person.</p>
Representation costs	<p>We will pay on behalf of you or any insured person the legal representation costs where your or an insured person's attendance is required arising from an investigation first notified as being required during the period of insurance.</p>
What is not covered	
Specific activities	<p>A. We will not make any payment for any claim, loss or investigation:</p> <ol style="list-style-type: none"> 1. Based upon, attributable to or arising out of the loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme or the operation or administration of any pension or employee benefit scheme or trust fund, or your breach of any legislation or regulation related to these activities. 2. Based upon, attributable to or arising out of: <ol style="list-style-type: none"> a. membership or non-membership of any trade union or equivalent labour organisation or any involvement in trade union activities; b. your failure to act in accordance with any collective bargaining agreement. <p>The above shall not apply to any claim for retaliation.</p>

Employment practices liability

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| | 3. | Based upon, attributable to or arising out of any responsibility, duty or obligation imposed by law in relation to health and safety, unemployment, social security, retirement or disability benefits or any similar law whether statutory or common law.

The above shall not apply to retaliation . |
| | 4. | Based upon, attributable to or arising out of anyone else's liability which you are legally obliged to assume under any contract or agreement. This does not apply to any claim that would have resulted in the absence of such contract or agreement. |
| Matters insurable elsewhere | 5. | For the death or any bodily or mental injury or emotional distress suffered by anyone, or the loss, damage or destruction of any tangible property, other than emotional distress directly arising from any employment practice wrongful act . |
| Prior claims, investigations and circumstances | 6. | Based upon, attributable to or arising out of any claim, investigation or circumstance which you were aware of, or that has been reported under any policy existing or expired, prior to the start of the period of insurance . |
| Claims in the United States of America | 7. | Based upon, attributable to or arising out of any employment practice wrongful act committed or attempted in the United States of America. |
| Prior litigation | 8. | based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an insured person, you or an outside entity initiated prior to the date shown under the prior and pending litigation date in the schedule. |
| Deliberate or dishonest acts | 9. | Based upon, attributable to or arising out of a dishonest or fraudulent act or omission or committed by any insured person .

This exclusion shall only apply after a judgment or other final adjudication or an admission by an insured person such act did occur.

In applying the above, the actions of any insured person shall not be imputed to any other insured person for the purposes of determining whether cover is available for any claim against such other insured person . |
| | B. | We will not make any payment other than defence costs or legal representation costs . |
| Specific activities | 1. | Based upon, attributable to or arising out your failure to pay any amount you are contractually committed to pay to an employee including but not limited to any payments for contractual or statutory notice periods or breach of any obligation pursuant to any minimum wage legislation or benefits payable. |
| | 2. | Based upon, attributable to or arising out your failure to pay taxes. |
| Non-compensatory payments | 3. | Based upon, attributable to or arising out any non-pecuniary or injunctive relief. |
| | 4. | Based upon, attributable to or arising out any amount in respect of the costs of complying or refusing to comply with a court or other order for the reinstatement of an employee , however this shall not apply to basic remuneration from the original date of dismissal to the date of court or other order. |

Special conditions

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| Extended notification period | If we or you refuse to renew this section of the policy for any reason other than non-payment of premium, you may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If you do so, the first paragraph of item 1 under YOUR OBLIGATIONS will then be amended to:

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 12 months after it expires:

This extended notification period is only available if: |
| | a. we receive your written notice of purchase and your premium within 45 days following the end of the period of insurance ; and |

Employment practices liability

- b. this section of the **policy** is not replaced or succeeded by any other policy providing employment practices liability cover; and
- c. at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring **policy**, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

We will not make any payment for a **claim** due to an **employment practice wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You will not have the right to purchase an extended notification period if **you** merge or consolidate with another company.

Excess reduction for
Business HR Audit

If **you** complete and implement any recommendations of an online audit by Business HR, **we** agree to reduce the excess, shown in the schedule by 50%.

Takeovers and
acquisitions

If during the **period of insurance** **you** acquire or create a **subsidiary** where the number of employees exceeds 20% of the total number already employed by **you**, then this section will cover that **subsidiary** for 30 days after its acquisition or creation. Cover will not extend beyond this period unless **we** have received written notice containing full details of such acquisition or creation and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium. **We** will not provide any cover for any **claim** arising from an **employment practice wrongful act** occurring prior to the acquisition or creation, unless **we** specifically agree to do so.

No cover will be available under this section for claims based on any **employment practice wrongful act** occurring after the date of:

- a. **your** acquisition by, or **your** merger or consolidation with another entity so that **you** are not the surviving entity;
- b. the appointment of a liquidator, trustee, receiver or any similar official; or

unless **we** have received prior written notice and **we** have agreed by written endorsement to provide cover and **you** have paid any additional premium.

In the event of a **takeover or merger** occurring during the period of insurance **we** may extend the policy to continue in force for a period of up to 72 months from the expiry date of the current period of insurance, provided that such extension shall only apply to **claims** arising from any **employment practice wrongful act** committed or alleged prior to the date of takeover or merger.

The above extension shall be at **our** sole discretion and will be subject to such additional terms and conditions and premium as **we** may require. The extended notification period special condition shall not apply to any such extension.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** or circumstance shall be treated as first made when **we** receive notice of the first **claim** or circumstance. **Legal representation costs** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

You must pay the relevant **excess** shown in the schedule. The **excess** shall not apply to any **claim** or **investigation** made solely against an **insured person**.

Employment practices liability

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay the **insured person** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any **claim** or **loss**.

Your obligations

Notification

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 30 days after it expires:
 - a. **your** first awareness of any **employment practice wrongful act** or any shortcoming in **your** employment practices which is likely to lead to a **claim** against **you**. This includes any criticism of **your** practices even if **you** regard it 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**.
2. if, when dealing with an **employee** or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance.

You may notify us of any circumstance you reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

You and any **insured person** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** and the **insured person** should not do anything which may prejudice **our** position.

You may with **our** prior written approval appoint legal representation, however, **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**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**

Where there is a dispute between **us** and **you** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Counsel or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you** and any **insured person**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and/or any **insured person** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person who is not an **insured person**, **we**, **you** and the **insured person** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

Professional and legal liability

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

Special definitions for this section

Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding made against you seeking monetary damages alleging a wrongful act directly arising from the performance of your business activities .
Corporate manslaughter	The prosecution of You or an insured person for causing unlawful death, where death is caused by you either by accident or by an unlawful act
Defence costs	Costs incurred with our prior written agreement (not to be unreasonably withheld) to investigate, settle or defend any claim made against you or to fund an appeal (including any premium paid for an appeal bond or similar bond obtained in relation to it) arising from any judgment, decision or award in relation to any claim .
Employee	Any person under a contract of service with you or any person directly engaged by you with or without payment including any volunteer solely whilst under your control in connection with your business
Employment claim	A claim by any employee for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant tenure, negligent employee evaluation, harassment, unlawful discrimination, failure to provide adequate employee procedures and policies, invasion of privacy or any other claim as a result of the employment or non-employment by you of any current, former or potential employee .
Insured person	<ul style="list-style-type: none"> a. any natural person who was, is or during the period of insurance becomes a trustee, committee member, volunteer, director or officer of you, b. any de facto director whilst acting in such capacity for you, c. any shadow director as defined under Section 741(2) of the Companies Act 1985 or equivalent legislation in any other jurisdiction, d. Any employee of you. e. the lawful spouse of any person within a, b, c and d of this definition solely because of their spousal relationship following a claim against that person, f. the estates, heirs or legal representatives of any person in a, b, c, d or e of this definition who has died or become incapacitated, insolvent or bankrupt but only for a claim against that person. <p>Insured person does not include any person acting in their capacity as a liquidator, external or statutory auditor, receiver, administrator or administrative receiver.</p>
Investigation	<p>An official examination, official enquiry or official investigation into your business activities conducted by the Charity Commission or any other Regulator, Government Department or other body legally empowered.</p> <p>Investigation does not include routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation which is not solely related to your or any insured person's conduct.</p>
Loss	<p>The amount you become legally liable to pay to any claimant in respect of a claim including defence costs, awards of damages (including punitive and exemplary damages where legally permissible), awards of costs, settlements with our prior written agreement (which shall not be unreasonably withheld).</p> <p>It does not include any civil, regulatory or criminal fines or penalties, taxes or the multiplied portion of any damages award.</p>
Pollutant	Any contaminant, irritant or other substance, including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Professional and legal liability

Pollution	Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any pollutant or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any pollutant.
Subsidiary	<p>Any entity in which you:</p> <ol style="list-style-type: none"> a. own directly or through one or more of your subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or b. control a majority of its voting rights under a written agreement with other shareholders or members. <p>If an entity ceases to be a subsidiary during the period of insurance, cover will continue but only for a claim against you or an insured person arising from a wrongful act or employment practice wrongful act committed before it ceased to be a subsidiary.</p>
Wrongful act	<p>Any actual or alleged act, error or omission committed or attempted by you arising from the performance your duties including:</p> <ol style="list-style-type: none"> a. breach of any duty, including fiduciary or statutory duty; b. breach of trust; c. negligence, negligent misstatement, misleading statement or negligent misrepresentation; d. defamation; e. breach of warranty of authority; f. any other act, error or omission attempted or allegedly committed or attempted by an you solely as a result of your business activity.
You/your	<p>Also includes any subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <ul style="list-style-type: none"> • is not domiciled in the United States of America; • does not trade any of its securities on any United States of America exchange; <p>but only for a claim against you arising from a wrongful act committed after the date of creation or acquisition of such subsidiary.</p> <p>If You require cover for any newly created or acquired subsidiary which does not fall within the above parameters, we will consider providing cover subject to you providing all appropriate information. We shall be entitled to amend the policy terms and conditions during the period of insurance including but not limited to the charging of a reasonable additional premium.</p>
What is covered	
Claims by others	<p>We will pay on behalf of you the loss arising from a claim first made during the period of insurance against you for any wrongful act within the geographical limits.</p> <p>You must pay the relevant excess (if any) shown in the schedule.</p>
Representation costs	<p>We will pay on your behalf the legal representation costs arising from an investigation where your attendance is required against you first notified as being required during the period of insurance.</p>
Corporate manslaughter	<p>We will pay on your behalf the loss arising from a claim for corporate manslaughter (or equivalent legislation in any other jurisdiction) first made during the period of insurance against you for a wrongful act within the geographical limits. You must pay the relevant excess (if any) shown in the schedule.</p> <p>This cover will only apply excess of any other insurance and indemnification available from any other source.</p>
Your own losses	<p>We will pay your direct financial loss if during the period of insurance, and in the performance of your business activity, you discover a loss from the dishonesty of an employee, where there was a clear intention to cause you financial loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission.</p>
Document replacement	<p>If during the period of insurance any document, information or data of yours is lost, damaged or destroyed while in your possession we will pay the cost of replacing and/or restoring.</p>

Professional and legal liability

What is not covered

Deliberate or dishonest acts

We will not make any payment for any **claim or loss or investigation**:

1. Based upon, attributable to or arising out of:
 - a. Other than **your own losses**, a dishonest or fraudulent act or omission or any intentional breach of any statute or regulation.
 - b. Other than **your own losses**, an act intended to secure or which does secure profit or advantage to which **you** or an **Insured person** is not legally entitled;
 - c. an act intended to secure or which does secure a profit for any other company where an **insured person** is a trustee, director, officer or employee of such company.
 - d. Any statement **you** or an **Insured person** knew was defamatory at the time of publication by **you** or the **Insured person**.
2. Based upon, attributable to or arising out of any **claim** or circumstance that has been reported under any policy existing or expired prior to the start of the **period of insurance**.
3. Based upon, attributable to or arising out of any prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving an **insured person, you** or an **outside entity** initiated prior to the date shown under the prior and pending litigation date in the schedule.
4. Based upon, attributable to or arising out of an **your** operation or administration of any pension or employee benefit scheme or trust fund, or their breach of any legislation or regulation relating to these activities.
5. Based upon, attributable to or arising out of any **employment claim**.
6. Based upon, attributable to or arising out of any **wrongful act** committed or attempted in the United States of America.
7. Based upon, attributable to or arising out of mental or emotional distress, sickness, disease, bodily injury or death suffered by anyone, or the loss, damage or destruction of any tangible property including loss of use thereof.

This exclusion shall not apply to any **claim** for **corporate manslaughter** or arising under the Health & Safety at Work etc Act 1974. This cover will only apply excess of any other insurance and indemnification available from any other source.
8. Based upon, attributable to or arising out of the provision of or failure to provide any medical services required in the treatment or care of any person.
9. Based upon, attributable to or arising out of the manufacture, sale supply, installation or maintenance of any product of **yours**.
10. Based upon, attributable to or arising out of any **claim** brought or maintained by **you** or an **insured person**.
11. Based upon, attributable to or arising out of any **claim** in respect of a breach of contract, whether actual or implied, written or oral.
12. Based upon, attributable to or arising out of any **claim** resulting from any market trends and/or fluctuations over which **you** or any **Insured person** have no control.
13. Based upon, attributable to or arising out of any **claim** for a breach of any statute, common law or regulation relating to anti competitive behaviour, monopolies, price fixing or discrimination or any other unlawful trade practice.
14. Based upon, attributable to or arising out of any **claim** for **pollution**.
15. Based upon, attributable to or arising out of any **claim** for a **wrongful act** committed by **you** after you merge or consolidate with another company.

In the event of a **subsidiary** ceasing during the **period of insurance** to be a **subsidiary** cover under this section shall be amended to apply solely to arising out any **claim** for a **wrongful act** committed by **you** prior to the effective date of sale or dissolution.

Professional and legal liability

Matters specific to your own losses

16. Based upon, attributable to or arising out of:
- any accounting or arithmetical error or omission or unexplained shortage;
 - any default or non payment of any loan or other credit arrangement;
 - you** or any **insured persons** expenses incurred in establishing the amount of any financial loss to **you**;
 - any loss of interest, loss or profit or any consequential loss.

Special conditions

Extended notification period

If **we** or **you** refuse to renew this section of the **policy** for any reason other than non-payment of premium, **you** may purchase an extended notification period of 12 months upon payment of 50% of the full annual premium. If **you** do so, the first paragraph of YOUR OBLIGATIONS will then be amended to:

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 12 months after it expires:

This extended notification period is only available if:

- we** receive **your** written notice of purchase and **your** premium within 45 days following the end of the **period of insurance**; and
- this section of the policy is not replaced or succeeded by any other policy providing corporate liability cover; and
- at the end of the **period of insurance**, **you** have not merged or consolidated with another company.

If **we** offer renewal terms, conditions, limits of liability or premium different from those of the expiring **policy**, this does not constitute a refusal to renew.

The entire premium for this section is considered fully earned at the beginning of the extended notification period. **We** will not refund any premium to **you** if **you** cancel the extended notification period before it ends.

We will not make any payment for a **claim** due to a **wrongful act** committed or alleged to have been committed after the end of the original **period of insurance**.

The limit of indemnity for the extended notification period will be part of and not in addition to the limit of indemnity shown in the schedule.

You shall not have the right to purchase an extended notification period if **you** merge or consolidate with another company or any party.

How much we will pay

The most **we** will pay for the total of all **claims** and their **defence costs** and all **legal representation costs** is the limit of indemnity shown in the schedule irrespective of the number of **claims** made.

The amount **we** will pay for **claims** and their **defence costs** includes any amount **we** pay on an **insured person's** behalf as a director of an **outside entity**, and on **your** behalf, and for **claims** against an **insured person's** spouse.

We will treat more than one **claim**, or circumstance likely to give rise to a **claim**, arising from a single **wrongful act** or a series of related **wrongful acts** as one **claim**. Such **claim** shall be treated as first made when **we** receive notice of the first **claim**. **Legal representation expenses** shall be treated as first made when attendance of an **insured person** is first notified as being required at an **investigation**.

Special limits

For any **claim** for your own losses, the most **we** will pay is £100,000.

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 then have no further liability for any **claim** or **loss**.

Professional and legal liability

Your obligations

Notification

We will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 30 days after it expires:

- a. **Your** first awareness of any **wrongful act** or any shortcoming in performing **your** duties which is likely to lead to a **claim** against **you**. This includes any criticism **you** regard it as unjustifiable.

If **we** accept **your** notification, **we** will regard any subsequent **claim** as notified to this insurance.

- b. Your discovery or the existence of reasonable grounds for your suspicion, that any **insured person** has acted dishonestly.
- c. any **investigation** into **you**.

You may notify us of any circumstance you reasonably expect to give rise to a **claim** giving reasons for such expectation and including full particulars as to the dates and persons involved.

Control of defence and payment of a claim

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

You may with **our** prior written approval appoint legal representation, however, **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**. If **we** think it necessary **we** will appoint an adjuster, solicitor or other appropriate person to deal with the **claim**.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim**, **we** may obtain an opinion from a Queens Council or equivalent in a different jurisdiction and such opinion shall be binding on **us** and **you**.

We shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim**. **You** and must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section, and/or is also made against **you** and any other person. **We** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.