

Professional indemnity for photographers and camera operators

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity, or promotion in or of those of your products or services that fall within your business activity , including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly falls within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activity . You and your sub-contractors and self-employed freelancers will not be treated as employees under this section.
Loss	Any financial harm caused to your business .
Media content	Any content disseminated, published or broadcast by you to the general public for the purposes of information or entertainment, or which is intended by you to be so disseminated, published or broadcast.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule. For any subsidiary acquired during the period of insurance the retroactive date will be the date of acquisition.
Subsidiary(ies)	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none">1. that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or2. which you acquire during the period of insurance where the acquired entity's turnover for the 12-month period leading up to the date of acquisition is:<ol style="list-style-type: none">a. less than 20% of your turnover; and

- b. is not more than £5,000,000,
and the acquired entity's **business activity** is the same as **yours**.

You/your

Also includes:

1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
2. any **subsidiary**, including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

What is covered

A.

Claims against you

If during the **period of insurance**, and as a result of **your business activity** for a **client** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Negligence

1. a. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation; or
- b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible;

Intellectual property infringement

2. intellectual property infringement (but not any patent infringement or trade secret misappropriation);

Breach of confidentiality

3. breach of any duty of confidence or invasion of privacy, including but not limited to false light, intrusion upon a person's seclusion, public disclosure of a person's private information, misappropriation of a person's picture, name, voice or identity for commercial gain;

Defamation

4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

5. dishonesty of **employees** or sub-contractors or self-employed freelancers directly contracted to **you** or under **your** supervision;

Breach of license

6. breach of a license **you** have acquired to use a third-party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the license regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a **claim** for infringement of intellectual property infringement in 2. above;

Civil liability

7. any other civil liability;

unless excluded under **What is not covered** below, **we** will pay the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you** including any judgment or award ordering the payment of claimant's lawyers' fees and costs.

We will also pay **defence costs**, but **we** will not pay costs for any part of a **claim** not covered by this section.

Sub-contractors or self-employed freelancers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, A. Claims against **you**, which is brought as a result of **business activity** undertaken on **your** behalf by any sub-contractor or self-employed freelancer.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim**, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation;



unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

We will also pay **defence costs** but **we** will not pay costs 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 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.

Payments toward your rectification costs

If **you** become aware of a **potential claim** with or without your **client's** knowledge, which directly arises from an act, error or omission occurring during the course of **your business activity**, then **we** will pay any reasonable and necessary costs exceeding the amount of the **excess** that **you** incur during the **period of insurance** (excluding **your** lost profits, management costs, mark-up, liability for taxes, or any measure of lost business) to rectify that error provided **you**:

1. notify **us** of the error as soon as practicable;
2. satisfy **us** that a future **claim** would likely result from that error if not rectified;
3. satisfy **us** that such future **claim** would likely be covered under this **policy** and involve a demand for damages greater than the cost of rectifying the error; and
4. obtain **our** prior written agreement before incurring such rectification costs, or incur such costs within ten days of first learning of the error and later provide **us** with all information and documentation that **we** require to support the rectification costs **you** have incurred and the actions **you** have taken.

If subsequently a **claim** is still made against **you** following **our** payment of these rectification costs then these payments will be deducted from the amount **we** will pay toward resolution of that **claim** as well as the remaining limit of indemnity available for that **claim**.

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 stated in **your** 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 stated in **your** schedule.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

Injury

A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:

1. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone.

However, this exclusion does not apply to any part of any **claim** seeking damages for mental anguish or distress where such damages solely and directly arise from a covered **claim** for defamation, breach of privacy, negligent publication or negligent broadcast that is based upon or arising out of **media content** resulting from your **business activity**.

Communicable disease

2. or contributed to by, resulting from or in connection with any:

- a. **communicable disease**;
- b. fear or threat of 2.a. above; or
- c. any action taken in controlling preventing, suppressing, responding or in any way relating to 2.a. or 2.b. above.

Property damage

3. loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

However this exclusion does not apply to any:



- a. **claim** directly arising from physical damage to a tangible document belonging to a third-party where covered under **What is covered**, A. 1. Negligence; or
 - b. **loss** directly arising from any tangible document where covered under **What is covered**, **Your losses**, Loss of documents.
- Unfair competition 4. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
- Government investigation/enforcement 5. any governmental enforcement of any legislation, regulation or order from any regulatory authority.
However, this exclusion shall not apply to any otherwise covered **claim** from a national, local, federal, state or foreign government, agency or entity that is a **client** and has asserted the **claim** in its capacity as a **client** and not in its official governmental capacity.
- Contractual liability 6. any liability under any contract which is greater than the liability **you** would have at law without the contract.
However, this exclusion will not apply to a covered **claim** under **What is covered**, A. 6. Breach of license.
- Patent/trade secret 7. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
- Infrastructure interruption 8. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider including but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.
- Stocks, accounts, taxation and fiduciary 9. any:
 - a. liability or breach or alleged breach of any duty or obligation owed by **you** regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;
 - b. liability or breach or alleged breach of any duty or obligation owed by **you** regarding any statement or representation (express or implied) contained in **your** accounts, reports or financial statements, or concerning **your** financial viability;
 - c. breach or alleged breach of any taxation law or regulation; or
 - d. breach of any fiduciary duty owed by **you**.
- Pension and employee benefit schemes 10. any liability or breach of any duty or obligation owed by **you** in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.
- Land, animals and vehicles 11. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
However, this exclusion will not apply to a covered **claim** for breach of privacy based upon or arising out of **media content** resulting from your **business activity**.
- Employees 12. anyone's employment with **you** or any breach of an obligation owed by **you** as an employer.
- Discrimination 13. any discrimination, victimisation, harassment or unfair treatment.
- Disability discrimination 14. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability.
- Insolvency 15. **your** insolvency or the insolvency of **your** suppliers.



- Directors and officers' liability 16. 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 any:
- allegation of insider trading;
 - breach of any duty of corporate loyalty;
 - liability for any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports, financial statements or **your advertising or branding**.
- Personal liability 17. 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 or branding**.
- Dishonest or criminal conduct 18. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a covered defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned, or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
- However, this exclusion will not apply unless:
- such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or
 - such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
 - you** or **we** discover evidence of such conduct or wilful violation of the law; at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease.
- Reckless conduct 19. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a covered defamation **claim**.
- Organised crime 20. any:
- violation or alleged violation of the responsibilities, obligations, or duties imposed by any racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Organizations Act (RICO) and all amendments to this Act or any rules or regulations promulgated under it; or
 - collusion, extortion, or threatened violence.
- Pre-existing problems 21. anything, including any **potential claim** or any actual or alleged shortcoming in **your** work, likely to lead to a **claim** or **loss**, which **you** knew or ought reasonably to have known about before the commencement of the **period of insurance**.
- War, terrorism, civil commotion and nuclear 22. or contributed to by, resulting from or in connection with any:
- terrorism**;
 - civil commotion**, strikes or industrial action;
 - war**;
 - nuclear risks**;
 - fear or threat of 22.a. to 22.d. above; or
 - any action taken in controlling preventing, suppressing, responding or in any way relating to 22.a. to 22.e. above.
- If there is any dispute between **you** and **us** over the application of clause 22.a. or 22.b. above, it will be for **you** to show that the clause does not apply.
- Social engineering 23. or contributed to by, resulting from or in connection with any **social engineering communication**.
- Cyber incidents 24. or contributed to by, resulting from or in connection with any:
- cyber attack**;



- b. **hacker**;
 - c. any fear or threat of 24.a. to 24.b. above; or
 - d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 24.a. to 24.c. above.
- Computer or digital technology error
25. or contributed to by, resulting from or in connection with any **computer or digital technology error**. However, this exclusion does not apply to any otherwise covered **claim** made against you by a **client** which arises directly out of **your** act, error or omission affecting:
- a. **your client's computer or digital technology**; or
 - b. **your computer or digital technology** where it is directly accessed or used by **your client**,
in **your** performance of **business activities** for that **client**.
- Personal data claims
26. or relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.
However, this exclusion will not apply to any otherwise covered **claim** or part of a **claim**:
- a. made against you by a **client** which arises directly from **your** performance of **your business activities** for that **client** and which is not otherwise excluded by **What is not covered**, A. 23. Social engineering, A. 24. Cyber incidents or A. 27 Biometric and genetic information. The most we will pay in relation to any such covered **claim(s)** is the Special Limit stated in **your** schedule for **personal data** claims.
 - b. for any actual or alleged breach of any duty of confidentiality or invasion of privacy, false light, intrusion upon a person's seclusion, or misappropriation of a person's picture, name, voice or identity for commercial gain where such **claim** or portion of a **claim** or **loss** arises solely out of **media content** resulting from **your business activities**, provided that, notwithstanding the foregoing, **we** will not in any event make any payment under this **policy** where such **claim** or portion of a **claim** or **loss** arises from any actual or alleged breach of the security of or other custodial obligations concerning **personal data** in **your** care, custody or control.
- Biometric and genetic information
27. or contributed to by, resulting from or in connection with any actual or alleged failure to comply with any federal, state or local law of the United States of America or any federal, provincial, territorial or local law of Canada relating to the collection, processing, storage, or use of biometric data, biometric identifiers, biometric information, or genetic information, including, but not limited to the California Invasion of Privacy Act (CIPA), the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington Biometric Identifiers Act, and the Genetic Information Privacy Act (GIPA) or any related, similar or successor legislation or regulation.
- Asbestos or pollution
28. **asbestos risks** or **pollution**.
- Trademarks and false advertising
29. any actual or alleged:
- a. act of passing-off, unauthorised use of another's trademark, name or logo; or
 - b. false or misleading advertising;
- in relation to **your advertising or branding**.
- Opioids
30. opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.
- Product liability
31. from any product liability, safety or health-related liability, or any other liability arising out of the sale, manufacture, use or consumption of any product.

Payment owed under licence	<p>32. from any payment owed to a licensor under a licence; however, this exclusion will not apply to any covered portion of any copyright and/or trademark claim that results in a damage award that is measured by the amount a claimant would have received had you paid for a licence to use the claimant's infringed work and/or mark.</p> <p>B. We will not make any payment for:</p>
Claims brought by a related party	<p>1. any claim brought by any person or entity falling 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.</p> <p>However, 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.</p>
Claims by current and former employees	<p>2. any claim made against you by any person or entity that you currently employ or formerly employed, including but not limited to employees, sub-contractors or self-employed freelancers; however, this exclusion will not apply to any part of any claim:</p> <p>a. solely based on business activity performed when such person or entity was not working for you; or</p> <p>b. based on a liability to an independent third-party directly arising out of the performance of your business activity; or</p> <p>c. from an employee, sub-contractor or self-employed freelancer that is brought entirely independently of that party's position as your employee, sub-contractor or self-employed freelancer.</p>
Punitive and exemplary damages	<p>3. a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered.</p> <p>b. service credits, contractual fines or contractual penalties, other than liquidated damages.</p>
Fines and penalties	<p>4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign governmental body or by the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or any other similar licensing organisation.</p>
Claims outside the applicable courts	<p>5. any claim, including arbitration, brought outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Trading losses	<p>6. any trading loss or trading liability including those arising from the loss of any client, account or business.</p>

How much we will pay

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <p>1. excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule.</p> <p>We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <p>2. including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.</p>
In the aggregate	<p>If your schedule states that the limit of indemnity applies in the aggregate:</p>

1. excluding **defence costs**; the most **we** will pay for the total of all **potential claims, claims and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses**.

We will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim, or loss, our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for the total of all **potential claims, claims, including their defence costs, and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses,**

unless limited below or in **your** schedule.

Overheads and other business costs

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

Excess

You must pay the relevant **excess** stated in **your** schedule. The **excess** will only be eroded by the covered part of the **potential claim, claim or loss**.

Multiple claims from a single source

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss,** all **potential claims, claims and losses** which arise from:

1. the same original cause, a single source or a repeated or continuing problem in your work; or
2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim, loss or potential claim. You** will pay a single **excess** and **we** will pay a maximum of a single limit of indemnity for these related **potential claims, claims and losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

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**.

Claims and losses under more than one cover

If the same **claim or loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim or loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Personal data claims

The most **we** will pay for the total of all **potential claims or claims, including defence costs, made against you by a client, which arise directly from your performance of a business activity for that client relating to personal data,** is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Dishonesty

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss,** the most **we** will pay for the dishonesty of **your** partners, directors, **employees,** sub-contractors or self-employed freelancers is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims, including their defence costs, and losses** made against **you**.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days at the end of that **period of insurance** for any **claim or loss you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after the end of that **period of insurance,** and must to the fullest extent possible identify the particulars of

the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;

- c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee** or sub-contractor or self-employed freelancer has acted dishonestly, as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims or losses** that **you** became aware of within the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** within a maximum period of 60 days after the expiry of this **period of insurance**.

2. **You** must:

- a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
- b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
- c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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** or any part 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.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the **claim**.

Partially covered claims

If a **claim** is made which:

- 1. is not wholly covered by this section; or
- 2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We have no further duty to indemnify **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, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

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**.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14, Arbitration**, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single



King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.