



Policy: HU PI6 1746688 (34)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional indemnity Clauses In Full

Clause	113.1	<p>Loss of own documents endorsement</p> <p>This section is extended to cover you against the cost of restoring or replacing any document, information or data of yours which is necessary for the performance of your business activity if you discover during the period of insurance that it has been lost, damaged or destroyed while in your possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of your business activity.</p>
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We will not make any payment arising from the loss or distortion of any data held electronically.

HOW MUCH WE WILL PAY

We will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.

This endorsement does not increase the total amount **we** will pay for all claims inclusive of **defence costs**, and **your** own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. **You** must pay the relevant **excess** shown in the schedule.

Clause	600.0	<p>Aggregate limits</p> <p>Under the section of the wording headed HOW MUCH WE WILL PAY the following paragraph is deleted in its entirety:</p> <p>All claims or losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim. This includes such claims and losses arising after as well as during, the period of insurance.</p>
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Clause	<p>Amendment of cover: nuclear risks</p> <p>What is not covered A.20 is amended to read as follows:</p> <p>20. war, terrorism or nuclear risks. This does not apply to any claim due to nuclear risks arising directly from your negligence or your breach of a duty of care in the performance of a business activity.</p>
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Clause

Amendment of cover: definition of you / your

Amendment of cover: definition of you / your

You / your under the **Special definitions for this section** is amended to read as follows:

You / your

Any current subscribing member of the Irish Institute of Radiography and Radiation Therapy who:

- a. has elected to participate in the group professional indemnity policy, and
- b. has paid or is currently paying the annual premium, and
- c. agrees to comply with the Institute's Code of Practice.

Clause

Amendment of cover: aggregate limit

The following is added to **How much we will pay**:

limit

most **we** will pay for the total of all claims, **defence costs** and **your** own losses during the **period of insurance** is €10,000,000.

Clause

Special limit: dishonesty

How much we will pay, Special limits is amended to read as follows:

claims arising from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

claims and **your** own losses arising from dishonesty, the most **we** will pay is €500,000 for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule. This limit is included within and not in addition to the overall limit of indemnity for this section.



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Clause	<p>Removal of cover: medical services</p> <p>The following is added to the Special definitions for this section:</p> <p>trial</p> <p>clinical trial as defined by the Control of Clinical Trials Act 1987 and any amending or subsequent or superseding legislation.</p> <p>following is added to What is not covered A:</p> <ol style="list-style-type: none"> 22. <ol style="list-style-type: none"> a. any medical advice. b. the administration of drugs, medicines and substances including but not limited to radiological contrast agents, radiopharmaceuticals, pharmacy medicines and prescription drugs, unless ordered by a registered medical practitioner. . any reports in respect of obstetric ultrasound scans. This does not apply to any preliminary report provided that any recommendation arising from such report is authorised and sanctioned by a registered doctor or consultant. . clinical trials. . unlawful detention or unlawful imprisonment in breach of the Mental Health Act 2001, the European Convention on Human Rights Act 2003 or common law.
Clause	<p>Removal of cover: sexual abuse</p> <p>The following is added to Special definitions for this section:</p> <p>abuse</p> <p>or emotional distress, sickness, disease, bodily injury or death suffered by anyone following actual or attempted sexual assault, sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation by you.</p> <p>following is added to What is not covered A:</p> <ol style="list-style-type: none"> 23. any sexual abuse, including that taking place under the guise of treatment.



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Clause

Removal of cover: MRSA (Superbug)

The following is added to **What is not covered A**:

24. or arising out of, or in any way involving, the actual or potential contraction or spread of methicillin-resistant staphylococcus aureus (MRSA)

Clause

Removal of cover: AIDS and Hepatitis Non A

The following is added to **What is not covered A**:

25. or arising from Hepatitis Non A or any condition directly or indirectly caused by, or associated with Human Immune Deficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS related complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.



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Clause	Legal representation costs endorsement
	<p>The following are added to the Special definitions for this section:</p> <p>official examination, official enquiry or official investigation into your business activity conducted by any regulator, government department or other legally empowered body.</p> <p>Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the business activities of your profession which is not solely related to your conduct.</p> <p>representation costs</p> <p>and necessary legal costs, fees, charges and expenses for which you are legally liable, incurred with our prior written consent (not including your remuneration or other additional costs of yours) for legal representation directly in relation to an investigation.</p> <p>The following is added to What is covered:</p> <p>Representation costs</p> <p>will pay on your behalf any legal representation costs arising from an investigation first notified to you during the period of insurance.</p> <p>The following is added to How much we will pay:</p> <p>representation costs</p> <p>For claims arising from legal representation costs the most we will pay for each claim is €250,000 and the most we will pay for the total of all such claims is €1,000,000. You must pay the relevant excess shown in the schedule. This limit is included within and not in addition to the overall limit of indemnity for this section.</p>

CLAUSES - Applicable to the whole policy.



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Clause	89.0	<p>Choice of law and arbitration</p> <p>It is agreed that the Choice of Law and Arbitration provisions of the policy are replaced with the following:-</p> <p>Choice of law</p> <p>This insurance, including its construction, application and validity, is governed by the laws of the Republic of Ireland.</p> <p>Arbitration</p> <p>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 Dublin in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Irish Bar Council.</p>
Clause	603.0	<p>Commercial assistance & legal advice helpline</p> <p>Your Hiscox policy gives you access to a general business advice line.</p> <p>For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call +44 (0)870 050 3030.</p>
Clause		<p>Data Protection Act</p> <p>By accepting your Policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls may be monitored or recorded</p>

A seamless integrated insurance solution for professionals.

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

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

Our promise to you

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



Steve Langan
Managing Director, Hiscox UK

Complaints procedure

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

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

or by telephone on 01206 773705
or by email at customer.relations@hiscox.com.

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service. For more information regarding the scope of the Financial Ombudsman Service, please refer to www.financial-ombudsman.org.uk.

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	<ul style="list-style-type: none"> a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. 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; c. all operations carried out on any site or premises on which anything in a. or b. above 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 .
Programme	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.
Terrorism	<p>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:</p> <ul style="list-style-type: none"> a. is committed for political, religious, ideological or similar purposes; and b. is intended to influence any government or to put the public, or any section of the public, in fear; and c. <ul style="list-style-type: none"> i. involves violence against one or more persons; or ii. involves damage to property; or iii. endangers life other than that of the person committing the action; or iv. creates a risk to health or safety of the public or a section of the public; or v. is designed to interfere with or to disrupt an electronic system.
Virus	Programmes that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

General terms and conditions

We / us / our

The insurers named in the schedule.

You / your

The insured named in the schedule.

Conditions precedent

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

General conditions

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

- | | |
|-------------------------|---|
| Basis of insurance | <p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>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.</p> |
| Change of circumstances | <p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p> |
| Due diligence | <p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium under £10.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p> |
| Rights of third parties | <p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p> |

General terms and conditions

Other insurance	9. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance.
Governing law	10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

General claims conditions

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

Your obligations	<p>1. We will not make any payment under this policy unless you:</p> <ul style="list-style-type: none">a. give us prompt notice of anything which is likely to give rise to a claim under this policy, in accordance with the terms of each section;b. give us, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy;c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;d. give us all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense.
Fraud	2. If you , or anyone on your behalf, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then we will treat this policy as if it had never existed.

Professional indemnity for specific or miscellaneous professions (Republic of Ireland)

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

Special definitions for this section

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

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business activity within the geographical limits for clients, any party brings a claim against you for:</p> <ol style="list-style-type: none"> negligence or breach of a duty of care, negligent misstatement or negligent misrepresentation, infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off, breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use, defamation, dishonesty of your individual partners, directors, employees or self-employed freelancers directly contracted to you and under your supervision, any other civil liability unless excluded under WHAT IS NOT COVERED below, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Avoiding a potential claim against you	<p>If your client has reasonable grounds for being dissatisfied with the work you have done, refuses to pay for any or all of it, including amounts you legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you the amount owed to you at that time if we believe that this will avoid a legitimate claim for a greater amount and we have given our prior written approval to settling in this way and for this amount.</p>

What is covered

	<p>Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount you will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to you at that time. If a claim is still brought, we will deal with it but our total payment, including what we have already paid you or on your behalf, will not exceed the applicable limit of indemnity shown in the schedule. You must return the amount we have paid if you eventually recover the debt less your reasonable expenses.</p> <p>Once we agree to make this payment you will assign to us such rights as you have in relation to the amounts owed to you.</p> <p>We will not make any payment for any part of a claim not covered by this section.</p>
Your own losses	<p>If during the period of insurance, and in the performance of your business activity within the geographical limits, you suffer a loss from the dishonesty of your employees or self-employed freelancers directly contracted to you and under your supervision, where there was a clear intention to cause you loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, we will indemnify you against your direct financial loss.</p>

Professional indemnity for specific or miscellaneous professions

(Republic of Ireland)

What is not covered

Matters specific to your business

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

Matters insurable elsewhere

9. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
10. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.
12. the loss, damage or destruction of any tangible property, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.
13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
14. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, other than when performing a **business activity** for a client, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
15. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

16. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
17. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or **your** own loss under the dishonesty cover in WHAT IS COVERED, but **we** will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Pre-existing problems

18. any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Date recognition

19. **date recognition**.

War, terrorism and nuclear

20. **war, terrorism or nuclear risks**.

Professional indemnity for specific or miscellaneous professions (Republic of Ireland)

Asbestos

21. **asbestos risks.**

Claims brought by a related party

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

1. any claim brought by an insured within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of **your business activity**.

Restricted recovery rights

2. that part of any claim where **your** right of recovery is restricted by any contract.

Consequential loss

3. **your** lost profit, mark-up or liability for VAT or its equivalent.

Claims outside the applicable courts

4. any trading loss or trading liability including those arising from the loss of any client, account or business.

Non-compensatory payments

5. fines and contractual penalties, aggravated, punitive or exemplary damages.

Claims outside the applicable courts

6. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

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

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

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

Special limits

For claims and **your** own losses arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

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

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against **you**.
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.



Professional indemnity for specific or miscellaneous professions

(Republic of Ireland)

2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Control of defence

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 any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.