



## Professional insurance portfolio – policy summaries

### Important information

This document contains the policy summaries for each of the available covers for this insurance. However, you should **carefully read your policy schedule in full** and ensure that you understand which of the covers you have selected.

If you have any questions about your policy or the covers you have selected, you should contact Hiscox or your insurance advisor, if you have one.

## General terms and conditions

Policy summary

Policy wording ref.: 15661 WD-COM-UK-GTCA(4)

### Key terms and conditions

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The General terms and conditions form part of your policy and should be read together with the relevant sections for any policy covers you have selected and with your policy schedule including any endorsements. You should read and check all your insurance documents to ensure that you are aware of and understand the cover, limits and other terms and conditions that apply.

The General terms and conditions are made up of the following sections:

#### General definitions

We use some words throughout your policy with the same meaning wherever they appear. These are shown in bold type and we explain in the General terms and conditions what they mean.

#### General conditions

These apply to the whole of your policy and set out below is a summary of some of the key conditions.

- **Presentation of the risk**

Your premium and insurance are based on the information that you have given us.

You must:

- fairly present the risk to us, including making sure the details provided to us accurately reflect your business and that you have disclosed to us any other information material to the insurance;
- let us know immediately if anything needs to change or of any changes to your circumstances during the period of insurance which may materially affect your insurance;
- comply with the terms and conditions of your policy.

If you fail to do so, you could invalidate your policy, claims may not be paid or the amount we pay may be reduced.

- **Other insurance**

We will not make payment under your policy if you would be entitled to be paid under any other insurance if your policy with us did not exist.

- **Cover under multiple sections**

If you, or any other insured person under your policy, are entitled to cover under more than one section of the policy in respect of the same claim or loss, we will only provide cover under one section of the policy – being the section that provides you with the most advantageous cover.

- **Cancellation**

You can cancel your policy by giving us 30 days' notice. If we need to cancel the policy, we will give you 30 days' notice in writing. You will only be charged for the premiums due up to the date of cancellation unless we have accepted notification of a claim or potential claim or loss before the cancellation takes effect.

#### General claims conditions

These apply to the whole of your policy and set out below is a summary of some of the key claims conditions.

In the event of a claim or anything that may give rise to a claim, you must:

- comply with the obligations set out in the General claims conditions together with those set out in Your obligations in the section under which you are making the claim;
- notify us of the incident or event giving rise to the claim in accordance with and within the time frames set out in the notification provisions in your policy documentation;
- make every reasonable effort to mitigate any loss or liability.

If you fail to notify us when you first become aware of a shortcoming, fact or problem, admit you are liable for what has happened or fail to co-operate fully in the investigation of your claim, your claim may not be paid or the amount we pay may be reduced.

If you make a fraudulent claim or try to deceive us, we may terminate the policy.

#### General exclusions

We will not make payment for any damage, claims or losses arising from solar weather including from solar flares, magnetic field or magnetosphere fluctuations or disruptions. This exclusion applies to each and every section of your policy.

In addition, other exclusions apply to your policy and are included in the particular sections of the policy to which they apply.

Please read the policy for details of terms in full.

## Professional indemnity insurance for estate and letting agents

### Policy summary

Policy wording ref: WD-PROF-UK-EST(7) 5640 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- negligence or breach of duty: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party;
- infringement of intellectual property rights like copyright or trademark;
- defamation: libel and slander;
- work undertaken on your behalf by sub-contractors or outsourcers. However, we reserve the right to recover losses from your sub-contractors or outsourcers;
- dishonesty of your partners, directors, employees, sub-contractors and outsourcers.

We will also pay your direct losses suffered as a result of:

- complaints referred to an ombudsman: cover for defence costs and any compensation you have to pay;
- breach of statutory obligations: costs to defend proceedings brought under legislation such as the Property Misdescription Act 1991;
- any tangible documents needed for your business which are lost, damaged or destroyed.

Your policy may also reimburse you for fees that your client refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

### Significant or unusual exclusions and limitations

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We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- any financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority;
- any survey or valuation of physical property for the purpose of any loan or any construction or erection work; any bodily or mental injury or death, unless arising from your breach of a duty of care;
- the ownership, use or possession of any land, building, animal or vehicle;
- the loss, destruction or damage to tangible property, unless arising from your breach of a duty of care;
- your supply, manufacture, sale, installation or maintenance of any product;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- any breach of your obligations as an employer;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- a cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.

## Public and products liability insurance

### Policy summary

Policy wording ref: WD-PROF-UK-PPL(2) 16166 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them or damage to their property, occurring during the period of insurance and as a result of your business. We will pay up to the limit of indemnity stated in the policy schedule for claims against you arising from:

- bodily injury or property damage;
- trespass or nuisance;
- false arrest, detention, malicious prosecution or eviction.

We will also pay:

- for defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it;
- criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim;
- the costs of replacing locks, keys and electronic pass cards if you lose any key or pass card to a third-party's premises;
- the sums you have to pay as compensation for failing to secure a third-party's premises where you have been carrying out your business, provided that you have reasonably secured the premises as required;
- the sums you have to pay as compensation if any of your employees uses a third-party's telephone system without their authority;
- the sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975.

The limit of indemnity you select may be on an each and every claim basis or an aggregate basis depending upon the type of claim. Your policy schedule will show which basis applies.

### Significant or unusual exclusions and limitations

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We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle;
- any cyber attack, hacker or unintentional error affecting any computer or digital technology, including any fear or threat of such an incident or any action taken in controlling, preventing, suppressing or responding to such an incident;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- the failure of any product, service, process or system provided by you to perform its intended function;
- the actions of any person supplied by you to a client under contract;
- terrorism, civil commotion in Northern Ireland, war, confiscation or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing or responding to such incidents;
- any actual or alleged breach of any data protection legislation or regulation.

We may reduce any payment we make equal to the detriment we have suffered if you do not take reasonable steps to remedy any defect in goods you have supplied, at your expense.

Please read the policy for details of its terms in full.

## **Employers' liability insurance**

Policy summary

Policy wording ref: WD-PROF-UK-EL(2) 16164 03/22

Your schedule will indicate if your policy includes this section.

### **Key benefits: what risks are you protected against?**

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Employers' liability insurance is compulsory cover for most companies with employees. It covers you for compensation you have to pay to your employees for accidental injury to them, occurring during the period of insurance and in the course of their work for you. We will pay up to the limit of indemnity stated in the policy schedule for:

- claims against you arising from death, bodily or mental injury or disease of an employee or volunteer arising out of their work for you;
- defence costs incurred with our agreement for covered claims. These costs are included within the limit of indemnity;
- legal costs to defend you if any government or any administrative or regulatory body brings a criminal action against you in relation to a claim;
- your employees' judgments for bodily injury which remain outstanding against any defendant for six months, provided that the injury arose out of their work for you, we would have covered your liability if you had caused the injury, and the judgment is assigned to us.

### **Significant or unusual exclusions and limitations**

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We will not pay for claims arising from any:

- deliberate or reckless act committed or condoned by you;
- bodily injury occurring offshore;
- bodily injury suffered where motor insurance is compulsory;
- bodily injury to any person supplied by you to a client under contract.

This insurance complies with the compulsory cover that you are required by law to have. You must repay all payments we are required to make under the legal provisions governing compulsory insurance of liability to employees, which we would not have been liable to pay under this section of the policy in the absence of such law.

Please read the policy for details of its terms in full.

## Management liability – directors and officers' liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AOC-DO(5) 16010 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Directors and officers' liability insurance covers your directors, officers, employees and other insured persons for investigations and claims made against them as individuals during the period of insurance as a result of the performance of their duties for you. We will pay up to the limit of indemnity shown in the policy schedule, including the legal costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- the costs to reduce the likelihood or consequence of an investigation;
- the costs incurred to make a compulsory notification to an official body;
- for claims arising from the management of or response to a cyber attack or other cyber event;
- for claims against an insured person, including any claim by data subjects relating to personal data, based on a loss or misuse of data as a direct result of a cyber attack, a hacker or that insured person's own unintentional error. However, we will not cover defence costs for such claims;
- for costs over and above the limit of indemnity where that limit has been used up by another insured person.

In certain circumstances, you or an insured person may apply to purchase an extended notification period of up to three years for an additional premium. Where we agree to provide an extended notification period, this would cover insured persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

### Significant or unusual exclusions and limitations

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We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising from any requirement to clean up any pollution;
- arising from any public offering of your securities, other than a failed public offering of your securities;
- following any acquisition, merger or take-over of you;
- arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder or creditor directly due to the insured person's management of or response to the incident;
- brought by any injured party for bodily injury or property damage, other than in relation to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

Please read the policy for details of terms in full.



## Management liability – corporate legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AOC-CLL(4) 16009 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Corporate legal liability insurance covers you and any subsidiary of yours domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar for investigations and claims made against you during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you. We will pay for awards up to the limit of indemnity shown in the policy schedule, including the legal defence costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence or breach of warranty of authority;
- a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- your failure to comply with any taxation guidelines.

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- for claims arising from pollution brought by any shareholder of yours;
- for investigations and defence costs only arising from pollution, other than where the claim is brought by any shareholder of yours;
- the costs incurred to make a compulsory notification to an official body;
- for claims arising from the management of or response to a cyber attack or other cyber event;
- your direct financial loss discovered during the period of insurance arising from the dishonesty of any employee of yours, other than your directors, partners or officers.

In certain circumstances, you may apply to purchase an extended notification period of up to three years for an additional premium. Where we agree to provide an extended notification period, this would cover you for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

### Significant or unusual exclusions and limitations

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We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This will only apply after a judgment or other final adjudication or an admission that such an act did occur;
- arising out of any defamation;
- arising from your requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising from any public offering of your securities;
- arising out of infringement of any patent, trademark, copyright, registered design or intellectual property rights;
- arising out of any claim brought by a customer or client due to a breach of duty in the provision of products or services, other than for legal representation costs for an investigation or health and safety/manslaughter claims;
- arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, or social engineering communication. This does not apply where the claim is brought by a shareholder or creditor directly due to your management of or response to the incident. However, we will not in any event cover a claim by a data subject relating to personal data arising from such incident;
- brought by any injured party for bodily injury or property damage, other than in relation to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

Please read the policy for details of terms in full.



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PS-MLP-UK-AOC-CLL(4)  
16938 03/22



## Management liability – employment practices liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AOC-EPL(5) 16012 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Employment practices liability insurance covers you and your directors, board members, trustees and employees for claims brought by any current, former or prospective employee of yours, arising from their employment or non-employment by you. We will pay up to the limit of indemnity shown in the policy schedule, including the legal costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims for:

- wrongful, unfair or constructive dismissal;
- breach of written or implied contract of employment;
- wrongful deprivation of a career opportunity;
- harassment, unlawful discrimination;
- defamation or invasion of privacy.

We will also pay for:

- legal representation costs in relation to other official examinations, enquiries and investigations into you;
- losses arising from any injunction brought by the Equalities and Human Rights Commission.

In certain circumstances, you or an insured person may apply to purchase an extended notification period of up to three years for an additional premium. Where we agree to provide an extended notification period, this would cover insured persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

### Significant or unusual exclusions and limitations

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We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation arising out of:

- any dishonest or fraudulent act by you or any insured person committed or condoned by you or any insured person. This will only apply after a judgement or other final adjudication or an admission by the insured that such act or omission did occur;
- membership or non-membership of any trade union or equivalent labour organisation, other than retaliation;
- the death or any bodily or mental injury suffered by anyone, other than emotional distress;
- any responsibility, duty or obligation imposed by law in relation to health and safety, social security, unemployment, retirement or disability benefits, other than retaliation;
- your failure to pay any amount you are contractually committed to pay to an employee, including salaries;
- arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, or social engineering communication;
- the loss of any right or benefit under any pension scheme, private health insurance or other employee benefit scheme or your failure to pay taxes.

Please read the policy for details of terms in full.

## Cyber and data insurance

Policy summary

Policy wording ref: 19029 WD-PIP-UK-CCLEAR(4)

### Key benefits: what risks are you protected against?

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Hiscox CyberClear cyber and data insurance is designed to support and protect you from evolving cyber threats and risks associated with data, whether electronic or non-electronic. We will pay for claims and investigations made against you during the period of insurance arising from your cyber or data liability, up to the limit of indemnity in the schedule, and including your legal defence costs for covered claims and investigations. We also pay for your own losses arising from cyber or data incidents discovered during the period of insurance, up to the limit of indemnity shown in the schedule. The policy may also be subject to further limits for certain items, details of which are stated in the schedule.

**Please check your policy schedule to see which of the following sections you benefit from.**

#### 1. Your own losses

We will pay for losses incurred by you if you suffer:

- the unauthorised acquisition, access, use or disclosure of personal data or confidential corporate information;
- a failure by you, or others on your behalf, to secure your computer system against unauthorised access or use;
- a threat to damage your systems or disseminate sensitive information, following unauthorised access to your systems;
- a digital attack designed to disrupt access to or the operation of your computer system.

If you suffer any of the above, we will pay:

- the costs of computer forensic analysis to confirm a data breach;
- legal costs incurred to manage a data breach;
- costs incurred in notifying data subjects and any regulatory body, and providing credit monitoring services;
- the cost of a ransom demand and specialists to handle ransom negotiations;
- additional business expenses caused directly by a cyber attack;
- costs to regain access to or restore your data assets from back-ups or other sources;
- the costs to appoint a public relations consultant to protect your reputation and manage your media; and
- the costs to engage a consultant to manage your response to the incident.

We will also pay for the above where you have incurred loss as the result of a breach by a supplier of yours.

#### 2. Cyber business interruption

Your policy does not include cover for cyber business interruption.

#### 3. Claims and investigations against you

We will cover you if:

- a claim is made against you for breach of confidence, personal data, sensitive commercial information or any contractual duty of confidentiality;
- an investigation is commenced arising from the unauthorised acquisition, access, use or disclosure of data, or breach of a law governing the handling of personal data, including GDPR investigations;
- a claim is brought against you for breach of PCI-DSS;
- a claim is brought against you for infringement of intellectual property rights, defamation or breach of licence arising from alterations or additions made by a hacker to your email, website or social media accounts; or
- a claim is brought against you for transmission of a virus, denial of service attack or prevention of authorised access to a computer system.

#### 4. Your losses from crime

We will pay for your losses if you discover a loss from:

- electronic or physical theft of money, securities or property;
- dishonesty or fraud carried out by your employee;
- criminal use of your telephone lines;
- you transferring money, securities or property in direct response to a social engineering communication;
- a client transferring money, securities or property in response to a social engineering communication following a breach of your network;

- the fraudulent or dishonest use of your electronic identity.

#### 5. Cyber property damage

If any insured equipment shown on the schedule is rendered unusable as a result of a security failure, cyber attack, hacker or transmission of a virus, we will pay the costs of repairing or replacing the unusable part of the equipment.

#### 6. Additional covers

We will also:

- pay to upgrade existing hardware and software and to obtain risk management advice to prevent or minimise a recurrence of certain claims or losses;
- cover your statutory directors, partners or officers if they suffer a loss or a claim is brought against them in their personal capacity which would have been covered under the policy if suffered by, or brought against, you; and
- pay court attendance compensation.

### Significant or unusual exclusions and limitations

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We do not pay for any claims, losses, breaches, privacy investigations or threats due to:

- your breach of duty in the provision of products or services to your client, other than claims made directly against you by data subjects in respect of their own personal data;
- the failure of service provided by an internet service, telecommunications or utilities supplier, or any other infrastructure provider;
- breach of intellectual property rights, other than where arising due to a any claim under the Online liability section;
- personal injury or damage to tangible property, other than where covered under Online liability, Your losses from crime or Cyber property damage;
- war or cyber operations carried out in support of or on behalf of a state;
- degradation or deterioration of your computer system, other than due to operational error;
- the use of any outdated or unsupported software or systems;
- anything you knew or ought reasonably to have known about before the policy started;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- any post from a social media account that does not belong to your business;
- online liability claims brought by your current or former employees;
- the use of any credit, debit, access, convenience, smart, identification or other card, other than losses caused by the dishonesty of an employee who uses a card that you have issued to them for the payment of valid business expenses incurred for or on behalf of you;
- any purchase, use or development of blockchain or any other distributed ledger technology, however this does not apply to covered cyber ransom losses;
- any pollution;
- any criminal, civil or regulatory fines, other than PCI charges and regulatory awards where legally insurable; or
- any actual or alleged monitoring, tracking or profiling of an individual without their authorisation, including, but not limited to, web-tracking, session recording, digital fingerprinting, behavioural monitoring, eavesdropping, wiretapping or audio or video recording by you or by a third party.

Additionally, we do not pay your losses from crime due to:

- any act, breach or omission committed by any employee after you first discovered any crime being committed by or in collusion with that employee;
- any act, incident or event occurring, or any loss suffered before the crime retroactive date;
- the use of any actual or counterfeit letter of credit, bill of lading, shipping document, warehouse receipt, account receivable, or any other similar document unless the loss arises as a direct result of dishonesty of an employee or loss of assets.

We will also not make payment:

- unless you notify us promptly of anything which is likely to give rise to a claim under this section; or
- for cyber extortion unless you inform or allow us to inform the appropriate law enforcement authorities.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges that were not legitimately incurred for the purposes of your business; or
- admit that you are liable or make any offer without our prior written agreement.

You must pay the excess shown in the schedule for each claim or loss.



If you notify us within 72 hours of your first awareness of any actual or suspected data breach, we will waive the excess in respect of that breach. This does not apply to any time excess.

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PS-PIP-UK-CCLEAR(1)  
22233 10/22

## Combined property

Policy summary

Policy wording ref: 21874 WD-PROF-UK-COMBPY(1)

### Section 1, Property – buildings

#### Key benefits: what risks are you protected against?

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Cover under this section only applies if your schedule shows that it is covered. Please read your schedule to see whether you are covered for losses under this section.

Buildings insurance protects you when your buildings are accidentally damaged. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay the cost of rebuilding or repair following:

- storm, flood or escape of water;
- fire;
- accidental damage;
- subsidence, landslide or heave.

In addition we will pay:

- the costs incurred to locate any damage to cables, underground pipes and drains or the source of a gas leak or of any escape of water;
- the cost of clearing building debris from the site as a result of insured damage.

#### Significant or unusual exclusions and limitations

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You must ensure that your fire alarms, security systems and physical protections notified to us are in full operation whenever the premises is left unattended. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must tell us immediately if the buildings will be left unoccupied or will not be used for more than 30 consecutive days. If you do not tell us, we will not make any payment for damage occurring while the buildings are unoccupied.

If you use any deep fat frying apparatus at the insured premises, you must ensure that all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days and all extraction ducts are cleaned at least once every six months. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must ensure that an electrical installation condition survey is carried out at least every five years and all defects are remedied. A written record of the survey and the remedial work undertaken must be retained for at least five years from the date of the survey.

Where the insured premises has an open fire, wood burner, pellet stove or biomass boiler or heater, you must ensure that all chimneys and flues are professionally cleaned at least annually and retain a written record.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- settlement or bedding down of new structures;
- subsidence to outbuildings, annexes, walls, gates, fences, car parks, yards, hard tennis courts, riding arenas, terraces, patios, driveways, private roads, pavements, paths, fixed fuel tanks, swimming pools or hot tubs, unless any of the main buildings are physically damaged at the same time and by the same cause;
- storm or flood damage to greenhouses, sheds, gazebos, pergolas, arbours, hedges, gates or fences, unless any of the main buildings are physically damaged at the same time and by the same cause;
- pollution or contamination, unless caused by accidental discharge of oil or water from a storage tank, appliance or associated pipework at the insured premises which is not due to electrical or mechanical breakdown. We will also not pay for clean up or decontamination costs, other than as provided under What is covered: Additional cover, Discharge of oil;
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks, communicable disease or any fear or threat of such an incident;
- any computer or digital technology error;
- your parting with the title or possession of property or rights to property prior to receiving payment;
- building work where the estimated cost of such work is more than £75,000, unless you tell us at least 30 days before the work starts and comply with any additional requirements we impose.

We will not make payment for:

- the reconstitution of data or for any lost or distorted records or data;
- damage to or any loss arising in respect of any item of computer or digital technology which is directly caused by:
  - a cyber attack or hacker; or
  - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack or hacker.

However, we will pay for any other damage or loss which is caused by the cyber attack or hacker and which is insured under this section.

## Section 2, Property – contents, computers and money

### Key benefits: what risks are you protected against?

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This insurance protects you when the contents of your insured premises or any computers or technical equipment anywhere in the world are lost, damaged or stolen. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the schedule.

We will pay to repair or replace items following loss or damage:

- caused by storm, flood or escape of water;
- caused by fire;
- caused by accidental damage;
- caused by theft.

In addition, we will pay for loss or damage to:

- fixed glass in windows, doors, shelves and mirrors, including the costs of temporary boarding-up;
- the personal effects of your employees or visitors to your premises, including theft of employees' cycles;
- outdoor furniture, heaters, ornaments and other similar items that are normally left outdoors;
- spoiled refrigerated stock, provided that the refrigeration unit is less than five years old and is maintained by a qualified refrigeration engineer.

We will also pay:

- the costs of reconstituting documents and electronic data which have been lost or destroyed, provided a back-up is made at least once a week;
- your direct financial loss from dishonesty which you discover during the period of insurance, provided:
  - it was committed by a person under a contract of service with you;
  - it was committed while your contents were insured with us; and
  - you notify us of your discovery within ten working days.
- continuing hire charges while an item is being repaired or replaced;
- at our option:
  - the necessary modifications to any replacement computers; or
  - the conversion of the existing software into a format that is compatible with any replacement computers and the cost of replacing incompatible data-carrying media,
 following insured damage to computers which results in existing software being incompatible with the replacement computers;
- the costs you incur in completing a production or photographic shoot following damage to media artwork or, if the shoot is abandoned, the expenditure incurred in the production or photographic shoot up to the date of the damage;
- compensation up to the amounts shown in the policy schedule if any of your partners, directors, trustees, employees or volunteers, aged between 16 and 70, is killed or permanently disabled in a robbery.

### Significant or unusual exclusions and limitations

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You must:

- ensure that your fire alarms, security systems and physical protections notified to us are in full operation whenever the premises is left unattended. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage;
- tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the premises are unoccupied;
- tell us if you are intending to have any building works carried out at the insured premises where the estimated cost is more than £75,000 at least 30 days before the work commences;
- when hiring in any items, complete and record an inventory check and inspect all items for damage prior to acceptance. You must only return items to a person authorised to accept their return within the hire company. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must:

- take all reasonable steps to make back-up copies of media artwork at least every two working days and keep the copies away from each backed up device;
- retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;
- make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process media artwork on receipt and advise you immediately if any damage to the media artwork is discovered;
- examine the processed media artwork from the laboratory on receipt and, if damage is discovered, take immediate steps to avoid a recurrence; and
- take a copy of the media artwork prior to commencement of transfer to any other format.

If you do not, we will reduce any payment under Additional cover, Re-shoot or re-compilation costs by an amount equal to the detriment we have suffered as a result of your failure to comply with these obligations.

If your amount insured for money in transit exceeds £2,000, you must comply with the following conditions:

- amounts between £2,000 and £6,000 must be carried by at least two able bodied adults;
- amounts between £6,000 and £10,000 must be carried by at least three able bodied adults;
- amounts in excess of £10,000 must be carried by a Security Industry Authority approved cash and valuables in transit company.

If you do not, we will not make any payment unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- theft of any unattended property, unless involving violent or forcible entry into or exit from:
  - a securely locked room or building; or
  - the storage compartment or boot of a locked vehicle or trailer and such property is completely hidden;
- distortion or loss of data or records, other than where covered under Additional cover, Reconstitution of electronic data or Re-shoot or re-compilation costs;
- fraud or dishonesty, other than the direct physical theft of property or where covered under Additional cover, Crime.
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease or any fear or threat of such an incident;
- any computer or digital technology error;
- your parting with the title or possession of property or rights to property prior to receiving payment.

We will not pay for loss or damage to:

- money caused by any social engineering communication, fraud or dishonesty, other than direct physical theft of money;
- any electronic, online or cryptocurrency, including Bitcoin.

We will not pay for loss of or damage to any:

- building, marine rig or platform, watercraft, hovercraft, aircraft, drone or other aerial device;
- vehicle, plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- item while:
  - in transit by courier or postal service where the method of delivery does not require a recipient's signature on receipt;
  - stowed in the hold of any aircraft or watercraft, whether in transit or otherwise;
  - in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
- item of computer or digital technology which is directly caused by:
  - a cyber attack or hacker; or
  - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack or hacker.

However, we will pay for any other damage or loss which is caused by the cyber attack or hacker and which is insured under this section.

## Section 3, Property – equipment breakdown

### Key benefits: what risks are you protected against?

Equipment breakdown insurance protects you when your business equipment at the insured premises suffers electrical or mechanical breakdown. We will pay you for equipment breakdown occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay for:

- electrical or mechanical breakdown of your equipment, including computers, at the premises;
- electrical or mechanical breakdown of your computers anywhere in the UK;



- the costs of reconstituting your electronic records and data as a result of electrical or mechanical breakdown of equipment or computers, provided a back-up is made at least once a week;
- failure of oil and water storage tanks at the premises, including connected pipework.

## **Significant or unusual exclusions and limitations**

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You must take reasonable steps to comply with relevant legislation and manufacturers' instructions for your insured equipment, computers, oil tanks and water tanks.

We will not pay for any:

- vehicle, other than aircraft, floating vessels or fork-lift trucks;
- equipment manufactured by you for sale;
- loss or damage recoverable under any maintenance agreement, warranty or guarantee or which would be recoverable but for a breach of your obligations.
- terrorism, civil commotion in Northern Ireland, war, confiscation, nuclear risks or communicable disease, including any fear or threat of such an incident;
- loss or damage arising from any cyber attack, hacker, social engineering communication or failure of electronic equipment to recognise, process or store any data.

Please read the policy for details of terms in full.



## Property – business interruption insurance

### Policy summary

Policy wording ref: WD-PROF-UK-PYI(5) 16089 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption which results in a financial loss to you. We will pay for your loss of income or gross profit, as shown in the policy schedule, occurring during the period of insurance. We will also pay for the costs and expenses incurred by you to minimise the reduction in your income or gross profit. We will pay up to the amounts and time period shown in the policy schedule.

We will pay for interruptions caused by:

- insured damage to your property;
- physical damage in the vicinity of the insured premises which prevents or hinders access to the premises;
- any other incident within a one mile radius of the insured premises which results in any civil, statutory or government or public authority denying or hindering access to the premises for more than 24 hours;
- damage arising at the premises of one of your customers or suppliers in the European Union (including the United Kingdom and Gibraltar);
- failure in the supply of water, gas, electricity, telecommunications or internet services for more than 24 hours as a result of damage to the service provider's premises, the terminal feed or underground cables, unless the damage is caused by flood or earth movement;
- electrical or mechanical breakdown of your equipment and computers, where we also cover you under the property – equipment breakdown section.

### Significant or unusual exclusions and limitations

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You must keep a record of all amounts owed to you and keep a copy of the record away from the premises, otherwise we may reduce any payment we may make by an amount equal to the detriment we have suffered.

We will not make any payment unless payment has been made, or liability admitted, by us or by another insurer for damage to property that you are legally responsible for, where the interruption to your activities is caused by such damage.

We will not pay for:

- any interruption to your business caused by any communicable disease or fear or threat of communicable disease except where the interruption is caused by one of the specified diseases at your premises which means that you are unable to use your premises;
- any interruption to your business caused by, resulting from or in connection with terrorism, civil commotion in Northern Ireland, war, confiscation or nuclear risks including any fear or threat of such an incident and any action taken to control, prevent, suppress or respond to such an incident;
- any interruption to your business arising from any cyber attack, hacker or computer or digital technology error, including any threat or fear of such an incident and any action taken to control, prevent, suppress or respond to such an incident;
- permanent discontinuance of your business or appointment of a liquidator or receiver;
- any costs and expenses incurred by you to minimise the reduction in your income or gross profit which exceed the reduction in the income or gross profit saved, unless cover for Additional increased costs of working is shown in the policy schedule.

Please read the policy for details of terms in full.



## **Terrorism extension**

Policy summary

Policy wording ref: WD-PROF-UK-TER(3) 16650 03/22

Your schedule will indicate if your policy includes this section.

### **Key benefits: what risks are you protected against?**

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Terrorism insurance protects you when any of your property, which is insured under a property section of your Hiscox policy, is damaged by a terrorist act as defined in the policy wording. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule, provided the property is located within the geographical limits, shown in the schedule.

If you have also purchased cover under the business interruption section of your Hiscox policy, we will also pay for your financial losses resulting from an interruption to your business due to damage to your property by a terrorist act.

We will also pay for damage to your property, insured under the property section of your Hiscox policy, as a result of damage to any computer system or the alteration, destruction or corruption of any data caused by a terrorist act.

### **Significant or unusual exclusions and limitations:**

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We will not make any payment unless you maintain cover for terrorist acts on all property located within the geographical limits, shown in the schedule, which is owned by you, including any property which is not insured by Hiscox.

We will not pay for:

- damage caused by war, riot or civil commotion;
- damage to any property which is covered by any form of transit, marine or aviation insurance policy, however this does not include any transit cover provided under any property section of your Hiscox policy;
- money or the value of the lost or corrupted data itself in the event of any virus, phishing, DOS attack or hacking of a computer system caused by a terrorist act.

Please read the policy for details of terms in full.

## Legal protection insurance

### Policy summary

Policy wording ref: WD-PROF-UK-LST(1) 16375 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Legal protection insurance covers you for legal costs, including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal. The limit of indemnity shown in the policy schedule is for all claims resulting from one or more event arising at the same time or from the same originating cause.

The policy covers:

- employment disputes: defending your legal rights in respect of any dispute with an employee or ex -employee relating to their contract of employment or to recover possession of your premises from them;
- compensation awards: basic and compensatory awards arising from an alleged breach of an employee's or ex-employee's statutory rights under employment legislation;
- legal defence: defending your legal rights in respect of any non-motor criminal prosecutions and some specific civil actions, such as breach of the Data Protection Act 1998 and unlawful discrimination;
- property protection: pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any unlawful nuisance or trespass;
- bodily injury: at your request, pursuing your employees' and their family members' legal rights following their death or bodily injury;
- tax protection: negotiating on your behalf and representing you in any appeal proceedings arising out of an Income Tax or Corporation Tax compliance check by or a dispute with HM Revenue or Customs;
- contract disputes: negotiating for your legal rights in a contractual dispute over any agreement entered into by you for the purchase or provision of goods or services, where the disputed amount exceeds £250;
- debt recovery: negotiating for your legal rights to recover money and interest due from the sale or provision of goods or services, where the debt exceeds £250.

### Significant or unusual exclusions and limitations:

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The policy will not cover:

- any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence;
- any claim reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident;
- any costs or expenses incurred before DAS have agreed to accept the claim;
- any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- any claim relating to rights under a franchise or agency agreement entered into by you;
- judicial review, coroner's inquest or fatal accident enquiry;
- any claim where the insured person is not represented by a law firm, barrister or tax expert;
- any claim relating to written or verbal remarks that damage the insured person's reputation;
- employment disputes in respect of damages for personal injury or loss of or damage to property;
- employment disputes relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- compensation awards relating to trade union activities, pregnancy or parental rights, or statutory rights in relation to trustees of occupational pension schemes;
- any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- any claim relating to import or excise duties or any tax avoidance scheme;
- any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product;
- any contract dispute arising from a breach or alleged breach of professional duty by an insured person.



The policy will also not cover claims unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent. DAS may reduce any payment by an amount equal to the detriment it has suffered if you do not take reasonable steps to keep any amount DAS have to pay as low as possible.

Please read the policy for details of terms in full.

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PS-PROF-UK-LST(1)  
16985 03/22



## Crisis containment

Policy summary

Policy wording ref: WD-PIP-UK-CRI(2) 9809 03/22

Your schedule will indicate if your policy includes this section.

### Key benefits: what risks are you protected against?

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Crisis containment insurance covers you for the costs of engaging the services of a public relations crisis specialist in relation to a covered claim under any section of your Hiscox policy.

We will pay up to the amounts shown in the policy schedule for:

- costs incurred with our prior written consent in utilising the services of the company named in the policy schedule to limit or mitigate the impact of adverse or negative publicity of or media attention to you;
- emergency costs incurred without our consent outside of working hours to limit or mitigate the impact of adverse or negative publicity of or media attention to you.

### Significant or unusual exclusions and limitations

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We will not pay for crisis containment costs:

- which do not relate to a claim which is covered under another section of this policy;
- which relate to a claim under any management liability – employment practices liability section;
- which relate to any employment claim under any management liability section;
- which relate to any incident, act, investigation, problem or business trend affecting your profession or industry in part or in whole, rather than just you.

We also don't pay for crisis containment costs unless:

- you notify us of the crisis immediately by telephone, using the number stated in the schedule;
- you co-operate fully with us and the crisis containment provider managing the crisis.

Please read the policy for details of terms in full.

## **Access to your HR and health and safety resource – Business HR Solutions**

### **Policy summary**

Your schedule will indicate if your policy includes this section.

#### **In a nutshell:**

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Business HR Solutions is a risk management service that provides you with a variety of resources, enabling you to keep up-to-date with the latest developments and legislation in relation to human resources and health and safety.

#### **Services:**

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- access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff;
- a wide range of downloadable guides;
- a free online risk assessment for both human resources and health and safety;
- monthly e-newsletters, keeping you up-to-date with changes in the law;
- one free call per annum to the advice line service.

#### **Additional services available at additional cost:**

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- additional support from the advice helpline is charged at £95 per hour plus VAT;
- on-site HR support – if you need a professional point of view on a personnel situation, on-site support from Business HR Solutions can help;
- retained HR services – comprehensive HR support from just £131.25 per month;
- fixed fee recruitment services at £649.99 per campaign.