



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.

Professional indemnity insurance for marketing, advertising and communications sector

Policy summary

Policy wording ref: WD-PROF-UK-MCM(6) 6628 10/22

Your schedule will indicate if **your policy** includes this section.

Key benefits: what risks are you protected against?

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 covered 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:

- breach of any contract between you and your client, where the claim is brought by your client;
- infringement of intellectual property rights such as copyright, trademark or passing off;
- negligence or breach of duty: if you fail in a duty of care to your client, perhaps making a mistake in your work;
- breach of confidentiality or invasion of privacy;
- defamation: libel and slander;
- dishonesty of your employees, sub-contractors and self-employed freelancers;
- breach of a licence where you have acquired a third-party's trademark or copyrighted material but only to the extent your use inadvertently exceeds express limitations in the licence;
- breach of a comparative advertising statute;
- unintentional breach of advertising codes where the claim is brought by your client;
- any other civil liability: this means that if a claim or loss occurs because of your business activities and we haven't specifically excluded it and it's not a criminal prosecution, it's covered;
- work undertaken on your behalf by sub-contractors or self-employed freelancers. However, we reserve the right to recover losses from your sub-contractors or self-employed freelancers.

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

- any tangible documents needed for your business which are lost, damaged or destroyed;
- acting outside your authority where you cannot legally recover the cost of media space from your client as long as the client is not liable to you and you believed you had the client's authority to pay for it;
- rectifying an error that may lead to a potential claim provided you notify us of the error and we believe this is likely to prevent a future claim against you for a greater amount.

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

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:

- your failure to ensure that you have sufficient technical, logistical or financial resources to perform a contract;
- any bodily or mental injury or death unless in relation to mental anguish or distress due to defamation or breach of privacy, negligent publication or negligent broadcast based upon or arising out of media content;
- the loss, destruction or damage to tangible property. This does not apply to any claim for damage to or the loss of any tangible document which is necessary for the performance of your business activity;
- any patent infringement or the disclosure of a trade secret;
- the ownership, use or possession of any land, building, animal or vehicle;
- any breach of your obligations as an employer;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any false or misleading advertisement about your products or services or unauthorised use of another's trademark in relation to your advertising or branding of your products or services;
- over redemption or under redemption of any prize or coupon;
- your sale, manufacture, use or consumption of any product;
- any payment owed to a licensor under a licence, other than covered claim for breach of copyright or trademark infringement where you are ordered to pay the amount you would have had to pay for a licence to use the infringed work;
- terrorism, war or nuclear risks or any fear or threat of terrorism, war or nuclear risks;

- a cyber attack, hacker or social engineering communication; including any fear or threat of a cyber attack, hacker or social engineering communication, or any action taken in controlling, preventing or responding to a such an attack;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading. We will pay such claims where they arise from a claim from your client arising out of your act, error or omission affecting your client's computer or digital technology in your performance of a business activity for that client and which is not otherwise excluded;
- the failure or interruption of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the Log4j vulnerability also referred to as Common Vulnerability and Exposure (CVE) reference CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology, or any associated additional CVE;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from:
 - a claim from your client arising out of your performance of a business activity for that client and which is not otherwise excluded. Subject to the limit shown in the schedule; or
 - breach of duty of confidentiality or invasion of privacy arising out of media content.

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-AGG-DO(5) 16015 10/22

Your schedule will indicate if your policy includes this section.

Key benefits: what risks are you protected against?

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

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;
- 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;
- following any acquisition, merger or take-over of you; 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 – trustees and individual liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-TIL(4) 16019 10/22

Your schedule will indicate if your policy includes this section.

Key benefits: what risks are you protected against?

Trustees and individual liability insurance covers your trustees, directors, 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, including those undertaken by the Charity Commission;
- 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

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;
- 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-AGG-CLL(4) 16020 10/22

Your schedule will indicate if your policy includes this section.

Key benefits: what risks are you protected against?

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

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.



PS-MLP-UK-AGG-CLL(4)
16949 10/22



Management liability – professional and legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-PLL(4) 16018 10/22

Your schedule will indicate if your policy includes this section.

Key benefits: what risks are you protected against?

Professional and 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 during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you or your subsidiary. 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, 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;
- 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;
- the costs to reduce the likelihood or consequence of an investigation, including those undertaken by the Charity Commission;
- 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

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 act did occur;
- arising out of any statement which you or the individual concerned knew or ought to have known was defamatory at the time of publication;
- arising from any 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 out of the provision or failure to provide any medical services required in the treatment or case of any person;
- arising out of infringement of any patent, trademark, copyright, registered design or intellectual property rights;
- 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;
- where a claim is brought by a data subject arising out of the processing, acquisition, destruction, loss, alteration, disclosure, use or access to personal data and which arises from your breach of duty to the data subject in the performance of your business activities;
- 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.



PS-MLP-UK-AGG-PLL(4)
16947 10/22

Management liability – employment practices liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-EPL(5) 16017 11/20

Your schedule will indicate if your policy includes this section.

Key benefits: what risks are you protected against?

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

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.



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?

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

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.