

# **Hiscox Business Insurance**

Policy summary

#### Your Hiscox Business Insurance policy summaries

This document contains a summary for each of the covers available in this insurance and outlines the key information about each cover so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand which of the covers you have selected and the policy terms and conditions that apply. If you have any questions about your policy or the covers you have selected, you should contact Hiscox or your insurance advisor.

#### **Claims service**

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fair, efficient and sensible claims service. We offer you access to experienced and dedicated claims handlers as well as experts including legal teams, loss adjusters and disaster management companies. Hiscox aims to handle claims quickly and efficiently, while minimising any disruption to you.

You must notify us of anything likely to lead to a claim under this policy and comply with the obligations in respect of claims set out in the General terms and conditions and the particular section of your policy under which you are making the claim.

If you need to notify us of anything, please contact our experienced claims team using the contact points shown on your policy schedule or on 0800 711 7156, 9:00am to 5:30pm Monday to Friday or email liability.claims@hiscox.com.

#### **Policy length**

The period of insurance is shown on your policy schedule. Your policy schedule will also show if the policy is on a continuing cover basis. If it is on a continuing basis, your policy will renew each year for another 12 months and we will continue to take payment (including any premium adjustment shown in your renewal invitation) using your existing arrangement, unless you tell us otherwise or if your risk changes. If your policy schedule does not show that the policy is on a continuing cover basis, cover will cease at the end of the period of insurance, unless you renew your policy with us.

We will provide you with a statement of fact each year and provided that the information contained within the statement of fact is true, complete and accurate, you do not need to provide us with any further information. If any of the information in your statement of fact is not true, complete and accurate, you must let us know or your insurance advisor know. If you do not do so, it may affect the validity

of the policy or our ability to pay a claim.

#### Retroactive dates, geographical and jurisdiction limits

Where any section of your policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the applicable courts stated in that section of your policy schedule.

#### **Cancellation rights**

The General terms and conditions explain that you can cancel this policy by giving us 30 days' notice. If we need to cancel the policy, we'll give you 30 days' notice in writing. However, you should note that there is an exception to our 30-day notice period, which is triggered when we don't receive your Direct Debit payments within the agreed 14-day period. At this point, we will contact you as soon as possible and stop the policy immediately.

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers named in the schedule.



# General terms and conditions

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

#### Key terms and conditions

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 marketing, advertising and commercial production

Policy summary Policy wording ref: 22414 WD-PROF-UK-MCM(1)

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 your 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;
- work undertaken on your behalf by another person or entity for the purpose of a joint-venture.

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;
- 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.

#### 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, creative, logistical or financial resources to perform a contract;
- any reserved legal activity or any activity regulated by the Financial Conduct Authority or Prudential Regulatory Authority or similar regulatory bodies;
- 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. This does not apply to any claim for breach of
  privacy based arising out of media content resulting from your business activity;
- any breach of your obligations as an employer;
- any discrimination, harassment or unfair treatment;
- any violation or alleged violation of laws relating to discrimination on the basis of disability;
- 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;
- opioids or opioid products, including the use, sale, promotion, manufacture, distribution, delivery, transport, transfer or possession of opioids or opioid products;
- purchase, use or development of blockchain, non-fiat currencies, smart contracts or non-fungible tokens;
- 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, civil commotion, strikes, war, communicable disease 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 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, cloud services, telecommunications, utilities or other infrastructure providers including but not limited to physical transmission lines or satellite network;
- 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;
- a failure to comply with any US or Canadian law relating to the collecting, processing, storage or use of biometric or genetic information;
- 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.

PS-PROF-UK-MCM(1) 22419 06/23



# 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?

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

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, processor 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.

PS-PROF-UK-PPL(2) 16920 03/22



# 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?

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

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?

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;
- 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?

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 o ccur;
- 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-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?

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.

PS-MLP-UK-AOC-EPL(5) 17655 03/22



# Cyber and data insurance

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

Your schedule will indicate if your policy includes this section.

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

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

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.

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



# **Combined property**

Policy summary Policy wording ref: 21874 WD-PROF-UK-COMBPY(2)

Your schedule will indicate if your policy includes this section.

# Section 1, Property – buildings

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

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 your schedule.

We will pay the cost of rebuilding or repairing buildings following loss or damage caused by:

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

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, oil leak, or of any escape of water;
- the loss of feed-in tariff and export tariff in relation to damaged solar panels or other renewable energy generating equipment insured under this section;
- the cost of clearing building debris from the site as a result of insured damage.

#### Significant or unusual exclusions and limitations

The policy contains certain conditions which are specific to your buildings insurance under the heading Your obligations. It is

important that you comply with these conditions because, if you do not, your claim may be affected. For example, we may not

pay for damage unless you can show that non-compliance with the condition could not have increased the risk of damage

occurring. These conditions include the following:

- you must tell us if you are intending to have any demolition, building works or groundwork carried out at the insured premises, where the estimated cost is more than £75,000, at least 30 days before the work commences. However, despite this condition, we do not pay for damage caused by demolition, building work or groundwork, or stoppage of such work;
- 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;
- 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;
- 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;
- 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;
- if you use any deep fat frying apparatus at the insured premises, you must ensure that you undertake regular cleaning as specified in the policy wording and a record of such cleaning must be retained by you.

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 greenhouses, sheds, outbuildings, annexes, walls, gates, fences, car parks, yards, hard standing or slab, 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;
- electrical or mechanical breakdown;



- 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 which occurs outside of England, Scotland or Wales, war, confiscation, nuclear risks, communicable disease or any fear or threat of such an incident.

We will not make payment for:

- damage caused by demolition, building work or groundwork, or stoppage of such work;
- the reconstitution of data or for any lost or distorted records or data, including its value;
- damage to or any loss arising in respect of any item of computer or digital technology which is directly caused by:
  - a cyber attack, hacker or computer or digital technology error; or
  - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack, hacker or computer or digital technology error.

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

Please read the policy for details of terms in full.

# Section 2, Property – contents, computers and money

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

This insurance protects you when the contents of your insured premises are lost, damaged or stolen or any computers and technical equipment are damaged anywhere in the world, up to the amounts shown in your schedule.

This insurance also protects you when your money is accidentally lost or stolen. We will pay you for damage occurring during the period of insurance, up to the amounts shown in your schedule.

We will pay to repairing or replacing items following loss or damage caused by:

- storm, flood or escape of water;
- fire;
- accidental damage; or
- theft, even where there is no evidence of forced or violent entry to the premises.

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

- damage to fixed glass in windows, doors, shelves and mirrors, including the costs of repairing window frames and replacing alarm foil and lettering on the glass;
- damage to any additional contents which you acquire during the period of insurance, provided that you tell us the additional values as soon as possible;
- damage to the personal effects of your employees or visitors to your premises, including theft of employees' cycles from a building at the insured premises;
- the costs of reconstituting documents and electronic data which have been lost or destroyed;
- damage to contents temporary elsewhere while at employees' homes, event or exhibition sites and cleaners' or repairers' premises in the UK, including while in transit;
- the modification to replacement computers, or the conversion of your existing software, so that they remain compatible with each other following damage;
- damage to outdoor furniture, heaters, ornaments, statues and other similar portable items that which 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;
- 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.

Your schedule will show which of the following locations you have cover for and the amounts insured for:

- any building which is owned, rented or leased by you;
- the home of your partners, directors, trustees, committee members, employees or volunteers in the UK;
- money in transit by road, rail, waterway or in person within the geographical limits;



- any location within the geographical limits where you are attending a promotional event or exhibition;
- any location within the geographical limits where you have a contract to carry out your activities; or
- any other location within the geographical limits.

We will also pay compensation up to the amounts shown in your schedule if any of your partners, directors, trustees, committee members, employees or volunteers, is killed or permanently disabled in a robbery.

#### Significant or unusual exclusions and limitations

The policy contains certain conditions which are specific to your contents and money insurance under the heading Your obligations. It is important that you comply with these conditions because, if you do not, your claim may be affected. For example, we may not pay for damage unless you can show that non-compliance with the condition could not have increased the risk of damage occurring. These conditions include the following:

- you must tell us if you are intending to have any demolition, building works or groundwork carried out at the insured premises, where the estimated cost is more than £75,000 at least 30 days before the work commences. However, despite this condition, we do not pay for damage caused by demolition, building work or groundwork, or stoppage of such work;
- you must take reasonable steps to make back-up copies of all data at least once a week and keep copies away from the insured premises;
- when hiring in any items, you must 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;
- 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;

• you must tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. 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.

We will not pay for losses or damage caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- theft of any unattended vehicle, unless the item is completely hidden out of sight within the storage compartment, boot or trailer so that the presence of the item cannot be identified;
- electrical or mechanical breakdown;
- distortion or loss of data or records, other than where covered under Additional cover, Reconstitution of data and electronic documents;
- fraud or dishonesty of any person who is not under a contract of service with you, other than the physical theft of property;
- terrorism, civil commotion which occurs outside of England, Scotland or Wales, war, confiscation, nuclear risks or communicable disease or any fear or threat of such an incident.

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

- buildings, land or water;
- vehicles for which insurance or security is required under the provisions of any road traffic legislation; aircraft, aerial devices, drones, motorised scooters, hovercraft or watercraft, other than hand propelled or sailing craft less than 20 feet in length which are not in use;
- animal or plant caused by illness or disease;
- phones, laptops, tablets, PDAs, cameras or wearable technology while away from the insured premises;
- 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,hacker or any computer or digital technology error; or
  - its digital connectivity to any other item of computer or digital technology which is affected by a cyber attack, hacker or any computer or digital technology error;

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

We will not pay for losses caused by theft from any unattended vehicle, or loss of money sent by or while in the custody of any unregistered mailing service.



We will not pay for losses arising from:

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

Please read the policy for details of terms in full.

#### Section 3, Property – equipment breakdown

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

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

We will pay for:

- electrical or mechanical breakdown of your equipment, including computers, at the insured premises; ٠
- electrical or mechanical breakdown of your computers anywhere in the UK;
- the costs of reconstituting your electronic records and data as a result of a covered breakdown; the costs of hiring substitute items of similar type and capacity while damaged items are being repaired or replaced.

#### Significant or unusual exclusions and limitations

The policy contains certain conditions which are specific to your contents insurance under the heading Your obligations. It is important that you comply with these conditions because, if you do not, your claim may be affected. For example, we may not pay for damage unless you can show that non-compliance with the condition could not have increased the risk of damage occurring. These conditions include the following:

- you must take reasonable steps to make back-up copies of all data at least once a week and keep copies away from the insured premises;
- you must take reasonable steps to comply with relevant legislation and manufacturers' instructions for your insured property.

We will not pay for any:

- mechanically propelled vehicle aircraft or other aerial device, drone, hovercraft, self-balancing motorised scooter, watercraft or any item attached to them;
- manufacturing production or processing equipment, other than:
  - fork-lift trucks, pallet trucks, dock levellers and lifting tables; and
  - equipment used for the production or processing of sound, images or light;
- construction, demolition or excavation equipment; •
- equipment manufactured by you for sale;
- equipment, other than computers, used for research, diagnostic, treatment, experimental or other medical or scientific .
- purposes with a new replacement value of more than £25,000;
- biomass or biogas heater, any electricity or power generating equipment or any item used in connection with them, other than emergency back-up power equipment;
- equipment or computers not insured under any other Property section of the policy;
- loss or damage recoverable under any maintenance agreement, warranty or guarantee or which would be recoverable but for a breach of your obligations;
- loss or damage arising from any cyber attack, hacker, social engineering communication or failure of electronic equipment to recognise, process or store any date.

Please read the policy for details of terms in full.



# Property - business interruption insurance

Policy summary Policy wording ref: 16089 WD-PROF-UK-PYI(7)

Your schedule will indicate if your policy includes this section.

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

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, loss of gross profit or loss of fees, as shown in the policy schedule, where the interruption is caused by damage or certain other circumstances occurring during the period of insurance. Cover provided in relation to any such loss will also include costs and expenses incurred by you to continue your activities or minimise the reduction in your income, gross profit or fees. Cover for such costs and expenses may also be purchased separately. Alternatively, flexible business interruption cover may be purchased, which provides for any combination of your loss of income, loss of gross profit, loss of fees or increased costs and expenses.

We will pay up to the amounts and for the time periods shown in your policy wording and policy schedule.

We will pay for an interruption caused by:

- insured damage to your property;
- a part of an insured premises being inaccessible to you, your employees or suppliers for more than 24 hours due to insured damage within a one-mile radius of those insured premises;
- all of an insured premises being inaccessible to you or your employees for more than 24 hours due to restrictions imposed by any civil or statutory authority or by order of the government or any public authority as a direct result of an incident within a one-mile radius of those insured premises, provided that the incident is not insured damage and did not occur at your premises;
- all of an insured premises being inaccessible to you or your employees for more than 24 hours due to restrictions imposed by any public authority, such as the Police or Armed Forces, as a direct result of a bomb threat in the vicinity of those insured premises;
- insured damage, other than damage caused by flood or earth movement, to property which any direct customer, direct client or supplier of yours owns or is legally responsible for, arising at their premises in the United Kingdom;
- damage to property which is insured by you or one of your employees and which arises at the main residence in the United Kingdom of any of your homeworkers;
- failure in the supply of water, gas, electricity, telecommunications, internet or cloud services to an insured premises for more than 24 hours as a result of insured damage to the service provider's land-based premises in the United Kingdom, EU or Gibraltar, terminal feed or underground cables, unless the damage is caused by flood or earth movement;
- a part of an insured premises being unusable for the purposes of your activities by you or your employees for more than 24 hours due to restrictions imposed by any civil or statutory authority or by order of the government or any public authority caused by a serious incident at those insured premises, including death, rape, the outbreak of a disease specified in the policy, food poisoning, defects in the sanitary fixtures and fittings, vermin or pests;
- insured breakdown of your equipment and computers, provided that we also cover such items under the Property equipment breakdown section of your policy.

If shown in the policy schedule, we will also pay additional costs and expenses reasonably incurred to restore your research projects to the state they were in prior to any insured damage, and outstanding debts relating to your activities which you are unable to recover following the loss of accounting records at your premises as a result of insured damage.

### Significant or unusual exclusions and limitations

If you have purchased cover for outstanding debts, you must keep a record of all amounts owed to you away from the insured premises and, if making a claim, provide us with evidence of such debts, otherwise we may reduce any payment we may make by an amount equal to the detriment we have suffered. We will also not cover any debt which is outstanding for more than 120 days after its due date at the time of the insured damage.

Where an interruption to your activities is caused by damage involving property you own or are responsible for, we will not make any payment under this policy unless payment has been made, or liability admitted, by us or by another insurer for such damage.

We will not pay for any interruption to your activities or for any loss, cost, payment or expense which is directly or indirectly caused by, contributed to by, resulting from or in any way connected with:

- terrorism, strikes or industrial action, war, confiscation or nuclear risks, including any fear of threat of such an incident;
- civil commotion, other than your financial losses caused by insured damage to your property resulting from civil commotion in England, Scotland or Wales;
- any communicable disease, or fear or threat of communicable disease, except where the interruption is caused by one of the diseases specified in the policy and the disease occurs at your premises;



- any cyber attack, hacker or computer or digital technology error, including any fear or threat of such an incident. However, we will cover an interruption which results from insured damage to your property. If you have selected cover under the Property – equipment breakdown section of this policy, we will also cover an interruption which results from an insured equipment breakdown caused by a computer or digital technology error;
- fraud or dishonesty, other than an interruption caused by insured damage arising from the direct physical theft of your tangible property;
- any act, failure to act or omission which you deliberately or recklessly commit, condone or ignore, unless the act, failure to act or omission occurs to comply with restrictions imposed on you by a public authority.

We will not pay for:

- any interruption to your activities if you decide to discontinue your activities, your activities are discontinued permanently
  or a liquidator or receiver is appointed in respect of your activities prior to any insured damage, insured breakdown or the
  imposition of any restrictions;
- any loss, cost, payment or expense in connection with the hire of any substitute item following an insured breakdown of your equipment or computers;
- any costs and expenses incurred by you to continue your activities or minimise the reduction in your income, gross profit
  or fees which exceed the reduction in the income, gross profit or fees saved, unless cover for additional increased costs
  of working is shown in your policy schedule.

In respect of each insured interruption, we will not pay for longer than the indemnity period stated in the 'How much we will pay' section of the policy wording.

Please read the policy wording for details of how the amounts we will pay will be calculated and for all terms in full.

PS-PROF-UK-PYI(7) 16888 12/22



# **Terrorism extension**

Policy summary Policy wording ref: 16650 WD-PROF-UK-TER(5)

Your schedule will indicate if your policy includes this section.

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

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 your policy wording and policy schedule, provided the property is located within England, Scotland or Wales.

If you have also purchased cover under the Property – business interruption section of your Hiscox policy, we will also pay for your financial losses as shown in your policy wording and policy schedule, resulting from an interruption to your business that is caused by:

- damage to your property by a terrorist act; or
- a part of an insured premises being inaccessible to you, your employees or suppliers for more than 24 hours due to damage by terrorism to property within a one-mile radius of those insured premises.

We will pay up to the amounts and for the time periods shown in your policy wording and policy schedule.

#### Significant or unusual exclusions and limitations

We will not make any payment unless you maintain cover for terrorist acts on all property you own which is located within England, Scotland or Wales, including any such property which is not insured by Hiscox.

We will not pay for:

- damage caused by war 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 the Property away and in transit section or Property contents section of
  your Hiscox policy if these covers are shown on your schedule;
- damage to any property insured in the name of an individual unless otherwise specified in the policy wording;
- · damage caused by remote digital interference unless otherwise specified in the policy wording;
- 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.

Any long term or premium rebate agreements or any conditions which provide for adjustment of the premium shall not apply to this extension.

Please read the policy wording for details of how the amounts we will pay will be calculated and for all terms in full.

PS-PROF-UK-TER(4) 20331 02/23



# Legal protection insurance

Policy summary Policy wording ref: 16375 WD-PROF-UK-LST(2)

Your schedule will indicate if your policy includes this section

# Key benefits: what risks are you protected against?

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 their statutory rights, or to recover possession of your premises from them;
- compensation awards: basic and compensatory awards, and/or damages arising from a 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 a breach under data protection legislation;
- property protection: pursuing your legal rights in a civil action following an event causing physical damage to physical property which you own or are responsible for, or any nuisance or trespass;
- personal injury: at your request, pursuing your and 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 VAT or employer compliance 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 (including VAT);
- 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 (including VAT).

#### Significant or unusual exclusions and limitations

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 or any costs or expenses incurred before DAS have agreed to accept the claim;
- legal costs in excess of £100 per hour (this amount may vary from time to time) when, with DAS's agreement, you choose
  to use your own lawyer;
- any claim relating to intellectual property or 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;
- employment disputes: relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- compensation awards: following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue;
- legal defence: 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;
- legal defence: any claim relating to damage to or the loss, alteration, corruption, distortion, reduction of functionality, availability or operation of stored personal data arising from any malicious or damaging code or computer virus;
- personal injury: any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- personal injury: any claim relating to psychological injury or mental illness, unless following a specific or sudden accident;
- tax protection: any claim relating to import or excise duties or any tax avoidance scheme;
- contract disputes or debt recovery: relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product, other than disputes with professional advisors in connection with these matters;
- contract disputes: arising from a breach or alleged breach of professional duty by an insured person.



Your claim may also be declined or the amount that DAS pay may be reduced if you negotiate any settlement without DAS's written consent or if you do not tell DAS about any settlement offer.

Please read the policy for details of terms in full.

PS-PROF-UK-LST(2) 16985 07/22



# **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?

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.

PS-PIP-UK-CRI(1) 20997 03/22



# 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:

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

#### Services:

- 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:

- 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.

WD-PIP-UK-BHR(5) - summary 7122 03/22



#### Any questions? Any complaints?

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker.

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team. They'll do all they can to put things right, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Telephone: +44 (0)1206 773 705

Address: Hiscox Customer Relations The Hiscox Building Peasholme Green York YO1 7PR United Kingdom

Email: customer.relations@hiscox.com

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

The address is:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 +44 20 7964 0500 from outside the United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).

JAC-ACTURIS-UK-PS(1) 11/23