



## **Hiscox Business Insurance**

### **Policy summary**

#### **Your Hiscox Business Insurance policy summaries**

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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**

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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](mailto:liability.claims@hiscox.com).

#### **Policy length**

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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**

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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**

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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

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

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

#### General definitions

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

#### General conditions

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

- **Presentation of the risk**

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

You must:

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

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

- **Other insurance**

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

- **Cover under multiple sections**

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

- **Cancellation**

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

#### General claims conditions

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

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

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

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

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

#### General exclusions

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

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

Please read the policy for details of terms in full.

## Professional indemnity insurance for coaching, training and education

### Policy summary

Policy wording ref: 22537 WD-PROF-UK-CTE(1)

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

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

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Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for 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:

- negligence or breach of duty to use reasonable care and skill: if you fail in a duty of care to your client, perhaps by failing to educate or supervise;
- your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party;
- infringement of intellectual property rights like copyright or trademark;
- defamation: libel and slander;
- work undertaken on your behalf by sub-contractors or outsourcers;
- dishonesty of your, employees, sub-contractors and outsourcers;
- complaints to governing bodies: cover for compensation and defence costs in respect of complaints made against you to bodies such as the Local Government Ombudsman and OFSTED.

We will also pay your reasonable and necessary costs:

- if you are subject to an official examination, inquiry or proceeding, including criminal proceeding;
- to avoid or reduce the severity of a claim.

### Significant or unusual exclusions and limitations

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

- any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill;
- any bodily or mental injury or death, unless arising from your breach of any duty to use reasonable care and skill;
- any reserved legal activity or any activity regulated by the Financial Conduct Authority or Prudential Regulatory Authority or similar regulatory bodies;
- the ownership, use or possession of any land, building, animal or vehicle;
- the loss, destruction or damage to tangible property, unless arising from your breach of duty to use reasonable care and skill;
- your supply, manufacture, sale, installation or maintenance of any product;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any contractual terms which make you responsible for losses that you would not be responsible for if the term did not exist;
- any breach of your obligations as an employer;
- any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill;
- 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 such an incident, or any action taken in controlling, preventing or responding to a such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

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

## **Public and products liability insurance (Office, workspace and professions)**

### **Policy summary**

Policy wording ref: 16166 WD-PROF-UK-PPL(3)

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

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Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them, or damage to their property, which occurs during the period of insurance as a result of your activities. This cover includes your liability for any claimant's legal costs and expenses. 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 or your policy wording will state whether such costs are included within the limit of indemnity or payable in addition to it;
- 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 activities, 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.

In addition, at our discretion, we will pay legal costs to defend you if any governmental, administrative or regulatory body brings a criminal action against you, up to the amount stated in your schedule.

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 or policy wording will show which basis applies.

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

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We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- loss or damage to property belonging to you or under your control at the time of the loss, other than:
  - employees' or visitors' personal effects while on your premises;
  - premises and their contents which you do not own but where you are temporarily carrying out your activities; and
  - items belonging to your clients while you are installing, maintaining, repairing or cleaning them;
- the ownership, possession or use of any watercraft, electric or motorised scooter or cycle, hovercraft, aircraft, drone, or mechanically propelled vehicle or its trailer;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- defamation, including libel or slander, or any infringement of intellectual property rights;
- pollution which is not caused by a sudden, identifiable, unintended and unexpected incident, or any pollution which occurs in the United States of America or Canada;
- any cyber attack, hacker, social engineering communication 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 technical drawing, blueprint, plan, design, specification, formulae, program, automated system, instruction, training, direction or advice provided by you;
- the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with your activities;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- the failure of any of your products to perform its intended function or serve its intended purpose, unless this cover is specifically shown as being covered by endorsement in your policy schedule;
- the actions of any person supplied by you to a client under contract, unless this cover is specifically shown as being covered by endorsement in your policy schedule;
- terrorism, civil commotion, strikes, industrial action, war or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing or responding to such incidents.



We will only pay representation costs where they relate to a covered claim, will reduce the amount of any claim and are incurred with our prior agreement.

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

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

## **Employers' liability insurance**

Policy summary

Policy wording ref: 16164 WD-PROF-UK-EL(3)

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

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Employers' liability insurance is compulsory cover for most companies with employees. It covers you for compensation, including your liability for any claimants' legal costs and expenses, which 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;
- 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.

In addition, at our discretion we will pay legal costs to defend you if any governmental, administrative or regulatory body brings a criminal action against you, up to the amount stated in your schedule.

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

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We will not pay for any fines, penalties, punitive or exemplary damages, or any compensation ordered or awarded by a criminal court or for any claims arising from bodily injury:

- occurring offshore;
- suffered where motor insurance is compulsory;
- 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 -DO(1) 22937

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

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

We will pay for claims and investigations arising from:

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

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- the costs to reduce the likelihood or consequence of a claim or 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.

The cancellation condition under the General terms and conditions is amended for this section, please see special conditions in your policy wording for full details.

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

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

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This exclusion will only apply after a judgment, other final adjudication, admission that such act did occur or where King’s Counsel advice has been obtained;
- 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 or social engineering communication, including any fear or threat of such an incident, or any computer or digital technology error. This includes any action taken in controlling, preventing or responding to any such incident 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 cyber incidents, including loss of data 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;
- the failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers;
- terrorism, civil commotion, war or nuclear risks including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- arising from any non-fiat currencies, currency which utilised blockchain technology, initial coin offering or any other form of fundraising in respect of any new currency;
- arising from opioids or opioid products, including the use, sale, promotion, manufacture, distribution, delivery, transport, transfer or possession of opioids or opioid products;
- 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. However, we will not in any event cover any claim for bodily injury brought by an injured party.



Please read the policy for details of terms in full.

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PS-MLP-UK-DO(1)  
22943 03/25



## **Management liability – corporate legal liability insurance**

Policy summary

Policy wording ref: WD-MLP-UK- CLL(1) 22940

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

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

We will pay for claims and investigations arising from:

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

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- the costs to reduce the likelihood or consequence of a claim or investigation;
- 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 six years for an additional premium. Where we agree to provide an extended notification period, this would cover you for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

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

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This exclusion will only apply after a judgment, other final adjudication, admission that such act did occur or where King's Counsel advice has been obtained;
- 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 out of the provision of or failure to provide any medical services required in the treatment or care of any person;
- arising from any public offering of your securities;
- arising out of infringement, including any patent, trademark, copyright, cyber-squatting violations, act of passing off, plagiarism, misappropriation of formats, registered design or intellectual property rights;
- arising out of any breach of failure to provide professional duties or services or any wrongful act arising solely as a result of your professional duties or services, other than costs for health and safety manslaughter claims. However, we will not in any event cover any claim for bodily injury brought by an injured party.

- arising out of a cyber attack, hacker or social engineering communication, including any fear or threat of such an incident, or any computer or digital technology error. This includes any action taken in controlling, preventing or responding to any such incident or any claim by a data subject relating to personal data arising from such item or event. 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;
- the failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers;
- 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;
- terrorism, civil commotion, war or nuclear risks including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- arising from any non-fiat currencies, currency which utilised blockchain technology, initial coin offering or any other form of fundraising in respect of any new currency;
- arising from opioids or opioid products, including the use, sale, promotion, manufacture, distribution, delivery, transport, transfer or possession of opioids or opioid products;
- 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. However, we will not in any event cover any claim for bodily injury brought by an injured party.

Please read the policy for details of terms in full.

## **Management liability – employment practices liability insurance**

### **Policy summary**

Policy wording ref: WD-MLP-UK- EPL(1) 22942

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

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

We will pay for claims for:

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

We will also pay for:

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

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

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

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

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

- any dishonest or fraudulent act by you or any insured person committed or condoned by you or any insured person. This exclusion will only apply after a judgment, other final adjudication, admission by the insured that such act or omission did or where King's Counsel advice has been obtained;
- membership or non-membership of any trade union or equivalent labour organisation, your failure to collectively consult any relevant parties in connection with redundancies or failure to consult under the Transfer of Undertakings (Protection of Employment Regulations 2006. This exclusion does not apply to any claim for retaliation;
- your non-compliance with any minimum wage, overtime or other wage and hours legislation or regulations;
- 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 or social engineering communication, including any fear or threat of such an incident, or any computer or digital technology error. This includes any action taken in controlling, preventing or responding to any such incident;
- the failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers;
- terrorism, civil commotion, war or nuclear risks including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- arising from any non-fiat currencies, currency which utilised blockchain technology, initial coin offering or any other form of fundraising in respect of any new currency;
- arising from opioids or opioid products, including the use, sale, promotion, manufacture, distribution, delivery, transport, transfer or possession of opioids or opioid products;
- 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.



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PS-MLP-UK-EPL(1)  
22948 03/25

## Cyber and data insurance

Policy summary

Policy wording ref: 19029 WD-PIP-UK-CCLEAR(6)

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

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Hiscox CyberClear cyber and data insurance is designed to support and protect you from evolving cyber threats and risks associated with data, whether electronic or non-electronic. We will pay for:-

- your own losses arising during the indemnity period from cyber or data incidents discovered during the period of insurance;
- claims and investigations made against you during the period of insurance arising from your cyber or data liability, including your legal defence costs for covered claims and investigations,

up to the limit of indemnity stated in the schedule, which also includes further limits which apply to particular covers.

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

#### A. 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 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.

We will also pay your additional business expenses caused directly by a cyber attack including the costs to regain access to or restore your data assets, together with the costs of a public relations consultant to protect your reputation and manage your response to the incident.

#### B. Cyber business interruption

if you suffer:

- an interruption to your business caused by a covered breach, cyber attack, illegal threat or security failure; and/or
- if you have purchased:
  - the operational error business interruption extension and suffer an interruption to your business caused by a non-malicious act or omission by an employee in the handling of a data asset or the maintenance or development of your computer system; and/or
  - the dependant business interruption extension and suffer an interruption to your business caused by a dependent business suffering a security failure or cyber attack,

we will pay:

- your loss of income, and increased costs of working resulting solely and directly from the interruption, together with your loss of income if any of your customers terminate or decide not to renew their contract(s) with due to the interruption to your business.
- in the alternative, if stated on your schedule, we will pay you a daily interruption benefit;

#### C. 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 or 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.

#### **D. Your losses from crime**

We will pay your losses arising directly from crime, which includes the electronic or physical theft of money, securities or property, dishonesty or fraud carried out by your employee, the fraudulent or dishonest use of your electronic identity or you transferring money, securities or property in response to a social engineering communication.

#### **E. Bricking**

If any property which you own, and which through digital connectivity is connected to your computer system used for your business 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.

#### **F. 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 a reward at our discretion for information leading to the arrest and conviction of those responsible for causing the loss.

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

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

- your breach of duty in the provision of products or services to your client, other than claims made directly against you by data subjects in respect of their own personal data;
- the failure of service provided by an internet service, telecommunications or utilities supplier, or any other infrastructure provider;
- breach of intellectual property rights, other than where arising due to 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 bricking;
- war or due to cyber operations carried out by, at the direction or under the control of a state;
- degradation or deterioration of your computer system, other than due to operational error;
- the use of any outdated or unsupported computer system;
- any purchase, use or development of blockchain or any other distributed ledger technology, however this does not apply to covered cyber ransom losses;
- any actual or alleged monitoring, tracking or profiling of an individual without their authorisation;
- any failure to comply with a federal, state or local law of the United States of America or Canada relating to the use, collection, processing or storage of biometric or genetic data;
- cyber extortion, unless you inform or allow us to inform the appropriate law enforcement authorities.

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;
- 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.

Please refer to your schedule and policy wording for further information regarding the applicable time excess or waiting period, which is the period of time after the incident for which you are not covered.

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, other than for cyber business interruption losses or in respect of your losses from crime.

## 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?

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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, landslide 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

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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?

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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

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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?**

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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;
- 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**

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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 data.

Please read the policy for details of terms in full.

## Property – business interruption

### Policy wording

Please read **your** schedule to see if **your** loss of **income**, loss of **gross profit**, loss of **fees**, **increased costs of working**, **additional increased costs of working**, **additional research expenditure** or outstanding debts are covered, or if a **first loss limit** or **flexible business interruption cover** applies.

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

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### Special definitions for this section

<b>Additional increased costs of working</b>	The additional costs and expenses reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to continue <b>your activities</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> or loss of <b>fees</b> during the <b>indemnity period</b> and not limited to the loss of <b>income</b> or loss of <b>gross profit</b> saved.
<b>Additional research expenditure</b>	The additional costs and expenses reasonably incurred by <b>you</b> with <b>our</b> prior consent in order to restore <b>your research projects</b> to the state they were in prior to any <b>insured damage</b> .
<b>Annualised amount insured</b>	The <b>amount insured</b> divided by the indemnity period stated in the Property – business interruption section of <b>your</b> schedule multiplied by 12.
<b>Annualised declared amount</b>	The <b>declared amount</b> for <b>your</b> actual <b>income</b> or <b>gross profit</b> or <b>fees</b> divided by the indemnity period stated in the Property – business interruption section of <b>your</b> schedule multiplied by 12.
<b>Earth movement</b>	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption, <b>subsidence</b> , and any ensuing tsunami.
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your activities</b> who is employed by <b>you</b> under a contract of service or apprenticeship.
<b>Fees</b>	The difference between <b>your income</b> , and the sum of the wage roll of persons supplied to all clients by <b>you</b> under contract and <b>uninsured working expenses</b> .
<b>Flexible business interruption cover</b>	Any combination of <b>your</b> loss of <b>income</b> , loss of <b>gross profit</b> , loss of <b>fees</b> , <b>increased costs of working</b> , <b>additional increased costs of working</b> or <b>additional research expenditure</b> .
<b>Gross profit</b>	The difference between the sum of <b>your income</b> , closing stock and work in progress and the sum of <b>your</b> opening stock, work in progress and <b>uninsured working expenses</b> .
<b>Homeworker</b>	An <b>employee</b> of <b>yours</b> who is permitted to carry out all or part of their work for <b>you</b> from their own main residence at the time of <b>insured damage</b> .
<b>Income</b>	The total income of <b>your business</b> or <b>your activities</b> .
<b>Increased costs of working</b>	The costs and expenses necessarily and reasonably incurred by <b>you</b> in order to continue <b>your activities</b> or minimise <b>your</b> loss of <b>income</b> or loss of <b>gross profit</b> or loss of <b>fees</b> during the <b>indemnity period</b> , but not exceeding the loss of <b>income</b> or loss of <b>gross profit</b> or loss of <b>fees</b> saved.
<b>Indemnity period</b>	The period, as set out under <b>How much we will pay</b> below, which <b>we</b> will apply when determining the amount <b>we</b> will pay for each covered item under this section.
<b>Insured breakdown</b>	<b>Breakdown</b> of <b>equipment</b> or <b>computers</b> occurring during the <b>period of insurance</b> which is covered under the Property – equipment breakdown section of this <b>policy</b> . <b>Your</b> schedule will state whether <b>your policy</b> includes this section.
<b>Insured damage</b>	<b>Damage</b> , other than <b>breakdown</b> , to <b>property</b> occurring during the <b>period of insurance</b> , which is covered:

1. under the Property – buildings, Property – contents, Property – away and in transit or other Property section of this **policy**; or
2. by any other insurer, provided that the **damage** would not have been excluded by the Property – buildings, Property – contents, Property – away and in transit or other Property section of this **policy**.

**Minimum interruption period**

A period of 24 consecutive hours immediately following the interruption.

**Rate of gross profit**

The percentage amount which is produced by dividing **your gross profit** during the financial year immediately before any **insured damage, insured breakdown or restrictions** by **your income** during the same financial year, and then multiplying the result by 100.

**Research projects**

**Your** projects in relation to the development of new products or services or improvements to existing products or services directly related to **your activities**.

**Restrictions**

Restrictions imposed by any civil or statutory authority or by order of the government or any public authority, including the British Armed Forces or the Police, which affect the access to or use of any **insured premises**.

**Specified customer**

Any direct customer or direct client of **yours** individually stated in the Property – business interruption section of **your** schedule.

**Specified disease**

Any of the following diseases:

1. acute encephalitis;
2. anthrax;
3. cholera;
4. dysentery;
5. legionellosis;
6. leptospirosis;
7. paratyphoid fever;
8. rabies; or
9. tetanus.

**Specified supplier**

Any supplier of **yours** individually stated in the Property – business interruption section of **your** schedule.

**Uninsured working expenses**

Purchases less discounts received, bad debts and any other item described in the Property – business interruption section of **your** schedule.

## What is covered

**We will insure you for:**

1. **your** financial losses and other items stated in the Property – business interruption section of **your** schedule, resulting solely and directly from an interruption to **your activities** caused by:
  - a. **insured damage to your property**, provided that, if such **damage** is covered by any other insurer, it occurred while the **property** was contained in an **insured premises**;
  - b. a part of an **insured premises** being inaccessible to **you** or **your employees** or **your** suppliers provided that such interruption:
    - i. first occurs during the **period of insurance**; and
    - ii. lasts for more than the **minimum interruption period**; and
    - iii. is due to **insured damage** within a one-mile radius of those **insured premises**. For the purposes of this cover only, such **damage** does not have to occur during the **period of insurance**;
  - c. all of an **insured premises** being inaccessible to **you** or **your employees** provided that such interruption:

Financial losses from insured damage

Denial of access

Non-damage denial of access

- i. lasts for more than the **minimum interruption period**; and
- ii. is due to **restrictions** imposed during the **period of insurance** as a direct result of an incident occurring within a one-mile radius of those **insured premises**.

For the purposes of this cover, the incident referred to at (ii) above must not:

- a. be **insured damage**; or
- b. be caused by the presence, suspected presence, fear or threat of an incendiary or explosive device; or
- c. occur at the relevant **insured premises**.

## Bomb threat

- d. all of an **insured premises** being inaccessible to **you** or **your employees** provided that such interruption:
  - i. lasts for more than the **minimum interruption period**; and
  - ii. is due to **restrictions** imposed during the **period of insurance** as a direct result of the presence, suspected presence, fear or threat of an incendiary or explosive device.

However, **we** will not make any payment:

- a. for the period after any **damage**, if **damage** to any **property** is caused by the device; or
- b. if the total area to which the **restrictions** apply is greater than ten miles across at its widest point;

## Unspecified customers

- e. **insured damage** to **property** which **your** direct customers or direct clients own or are legally responsible for, arising at their premises within the **United Kingdom**.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

This cover does not apply to any **specified customer**;

## Specified customers

- f. **insured damage** to **property** which any **specified customer** owns or is legally responsible for, arising at their premises as stated in the Property – business interruption section of **your** schedule;

## Unspecified suppliers

- g. **insured damage** to **property** which **your** suppliers own or are legally responsible for, arising at their premises within the **United Kingdom**.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

This cover does not apply to any **specified supplier** or any supplier of water, gas, electricity, telecommunications, internet or cloud services;

## Specified suppliers

- h. **insured damage** to **property** which any **specified supplier** owns or is legally responsible for, arising at their premises as stated in the Property - business interruption section of **your** schedule;

## Homeworkers

- i. **insured damage** occurring at the main residence in the **United Kingdom** of a **homeworker**;

## Public utilities

- j. **insured damage** to:
  - i. any land-based premises of a service provider operating and based in the **United Kingdom**, the European Union or Gibraltar;
  - ii. the terminal feed to an **insured premises**; or
  - iii. underground cables conveying such services from the service provider to an **insured premises**,

which directly results in the total failure in the supply of water, gas or electricity to those **insured premises** for more than 24 consecutive hours.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

For cover following a total failure in the supply of water, gas or electricity, **damage** shall be considered as **insured damage** where it is self-insured by the provider of water, gas or electricity and the **damage** is not otherwise excluded by the Property

– buildings, Property – contents, Property – away and in transit or other Property section of this **policy**;

Telecommunications and internet service providers

- k. **insured damage** to:
- i. any land-based premises of a service provider operating and based in the **United Kingdom**, the European Union or Gibraltar;
  - ii. the terminal feed to an **insured premises**; or
  - iii. underground cables conveying such services from the service provider to an **insured premises**,

which directly results in the total failure in the supply of telecommunications, internet or cloud services to those **insured premises** for more than 24 consecutive hours.

For the purposes of this cover, **insured damage** does not include loss or **damage** caused by **flood** or **earth movement**.

For cover following a total failure in the supply of telecommunications, internet or cloud services, **damage** shall be considered as **insured damage** where it is self-insured by the provider of such services and the **damage** is not otherwise excluded by the Property – buildings, Property – contents, Property – away and in transit or other Property section of this **policy**;

Public authority

- l. a part of an **insured premises** being unusable for the purposes of **your activities** by **you** or **your employees** provided that such interruption:
- i. lasts for more than the **minimum interruption period**; and
  - ii. is due to **restrictions** imposed during the **period of insurance** caused by:
    - a. a murder, rape or suicide at those **insured premises**;
    - b. an occurrence of a **specified disease** at those **insured premises**, where **you** are required by any law or regulation to notify an outbreak to the relevant civil, statutory or public authority;
    - c. injury or illness of any person traceable to food or drink consumed on those **insured premises**;
    - d. defects in the drains, sewers or other sanitary fixtures and fittings at those **insured premises**; or
    - e. vermin or pests at those **insured premises**;

Equipment breakdown

- m. **insured breakdown**;

Outstanding debts

2. outstanding debts owed to **you** relating to **your activities** which **you** are unable to recover following loss of **your** accounting records held at an **insured premises** as a direct result of **insured damage** occurring during the **period of insurance** at those **insured premises**, provided:
- a. such debt is not outstanding for more than 120 days after its due date at the time of the **insured damage**;
  - b. **you** ensure all reasonable measures are taken to recover the outstanding debts; and
  - c. such loss of outstanding debts is not insured under any other insurance.

## What is not covered

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

- A **We** will not make any payment 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 any of the following:
1. a. **terrorism**. This does not apply to the cover under **What is covered**, 1.d. Bomb threat;
  - b. **civil commotion**, strikes or industrial action. This does not apply to **civil commotion** in respect of the cover under **What is covered**, 1.a. Financial losses from insured damage;
  - c. **war**;



- d. **confiscation**;
- e. **nuclear risks**;
- f. any **communicable disease**. This does not apply to a **specified disease** for the purposes of the cover under **What is covered**, 1.i.ii.b. Public authority;
- g. any fear or threat of 1.a. to 1.f. above; or
- h. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a. to 1.g. above.

If there is any dispute between **you** and **us** over the application of clause 1.a. or 1.b. above, it will be for **you** to show that the clause does not apply.

- 2. a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of 2.a. to 2.b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 2.a. to 2.d. above.

However:

- i. exclusion 2. does not apply to **What is covered**, 1.a. Financial losses from insured damage; and
- ii. exclusion 2.c. does not apply to **What is covered**, 1.m. Equipment breakdown.
- 3. fraud or dishonesty. However this exclusion 3. does not apply to **What is covered**, 1.a. Financial losses from insured damage arising from the direct physical theft of **property**.
- 4. any act, failure to act or omission which **you** deliberately or recklessly commit, condone or ignore. This does not apply to the cover under **What is covered**, 1.c. Non-damage denial of access, 1.d. Bomb threat or 1.i. Public authority where such act, failure to act or omission occurs to comply with **restrictions** imposed.
- B **We** will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense:
  - 1. a. if **you** decide to discontinue **your activities**;
  - b. if **your activities** are discontinued permanently; or
  - c. if a liquidator or receiver is appointed in respect of **your activities**, prior to **your activities** first being interrupted by any **insured damage**, **insured breakdown** or **restrictions**.
  - 2. in connection with the hire of any substitute item while insured **property** is being repaired or replaced following **insured breakdown**.

## How much we will pay

**We** will pay up to the **amount insured** shown in the Property – business interruption section of **your** schedule for each interruption to **your activities**, unless limited below or in **your** schedule.

The amount **we** will pay in respect of each interruption under this section for financial losses and other items stated in the Property – business interruption section of **your** schedule will be calculated in accordance with the paragraphs below.

### Loss of income

For loss of **income**, the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** within and not in addition to the **amount insured** for loss of **income** stated in the Property – business interruption section of **your** schedule.

### Loss of gross profit

For loss of **gross profit**, the sum produced by applying the **rate of gross profit** to any reduction in **income** during the **indemnity period**, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working** within and not in addition to the **amount insured** for loss of **gross profit** stated in the Property – business interruption section of **your** schedule.

Loss of fees	For loss of <b>fees</b> , the difference between <b>your</b> actual <b>fees</b> during the <b>indemnity period</b> and the <b>fees</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your fees</b> during the <b>indemnity period</b> and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your fees</b> during the <b>indemnity period</b> . <b>We</b> will also pay for <b>increased costs of working</b> within and not in addition to the <b>amount insured</b> for loss of <b>fees</b> stated in the Property – business interruption section of <b>your</b> schedule.
Flexible business interruption cover	If the Property – business interruption section of <b>your</b> schedule states <b>you</b> are covered on a <b>flexible business interruption cover</b> basis, the <b>amount insured</b> stated in <b>your</b> schedule applies to the total of <b>your</b> loss of <b>income</b> , loss of <b>gross profit</b> , <b>increased costs of working</b> , <b>additional increased costs of working</b> , <b>additional research expenditure</b> and outstanding debts combined.
Value added tax	If <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> pay will be exclusive of such tax.
Accountant's charges	<b>We</b> will also pay for the necessary and reasonable charges <b>you</b> pay to <b>your</b> professional accountant for producing information which <b>we</b> request or require in support of <b>your</b> claim under this section. We will not pay for any other charges <b>you</b> incur in presenting or assessing any loss or claim under this section.
Business trends	To reflect the trends in your <b>income</b> or <b>gross profit</b> or <b>fees</b> , <b>we</b> will adjust the amount <b>we</b> pay so that it puts <b>you</b> in the same position that <b>you</b> would have been in had the interruption to <b>your activities</b> not occurred.  In respect of <b>What is covered</b> 1.c. Non-damage denial of access, 1.d. Bomb threat and 1.l. Public authority, <b>we</b> will not make any payment in respect of any unwillingness of any customer or client of <b>yours</b> to purchase <b>your</b> goods or services where <b>restrictions</b> have not been or are no longer imposed.
Business trends uplift	If the Property – business interruption section of <b>your</b> schedule states that a percentage uplift for business trends applies, the <b>amount insured</b> will be increased accordingly to reflect any special circumstances or business trends affecting <b>your activities</b> during the <b>period of insurance</b> or during the <b>indemnity period</b> . For this uplift to apply, these circumstances or trends must have been reasonably unforeseeable by <b>you</b> when <b>you</b> provided <b>us</b> with the <b>declared amount</b> at the beginning of the <b>period of insurance</b> .  <b>We</b> will determine the amount of any increase in order to put <b>you</b> in the same position that <b>you</b> would have been in had the interruption to <b>your</b> activities not occurred.
Under insurance (if you have been carrying out your activities for less than 12 months)	At the beginning of each <b>period of insurance</b> , <b>you</b> must declare to <b>us</b> an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> for the next 12 months.  In the event of any claim under this section, if <b>you</b> have been carrying out <b>your activities</b> for less than 12 months and if <b>we</b> establish that:  1. the <b>annualised amount insured</b> , or 2. where <b>you</b> are covered on a <b>first loss limit</b> basis, the <b>annualised declared amount</b> ,  is less than 85% of <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> or <b>your</b> actual <b>fees</b> during the period that <b>you</b> have been carrying out <b>your activities</b> , <b>we</b> will reduce the amount <b>we</b> pay. When making this calculation, <b>we</b> will pro-rata the <b>annualised amount insured</b> or the <b>annualised declared amount</b> to reflect the period that <b>you</b> have been carrying out <b>your activities</b> .  The reduction <b>we</b> will make will be in the proportion that the premium for this section of the <b>policy</b> <b>you</b> have paid bears to the premium <b>we</b> would have charged <b>you</b> if it had been based on <b>your</b> actual <b>income</b> or <b>your</b> actual <b>gross profit</b> or <b>your</b> actual <b>fees</b> .  The remedy described above will apply if <b>your</b> failure to declare an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> was not deliberate or reckless and this remedy may apply in addition to General condition 2.b.i. and ii.  If <b>your</b> failure to declare an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> was deliberate or reckless, the remedy under General condition 2.a. will apply at <b>our</b> discretion.
Under insurance	At the beginning of each <b>period of insurance</b> , <b>you</b> must declare to <b>us</b> an accurate estimate of <b>your income</b> or <b>gross profit</b> or <b>fees</b> for the next 12 months.



(if you have been carrying out your activities for 12 months or more)

In the event of any claim under this section, if **you** have been carrying out **your activities** for 12 months or more and if **we** establish that:

1. the **annualised amount insured**, or
2. where **you** are covered on a **first loss limit** basis, the **annualised declared amount**, is less than 85% of **your** actual **income** or **your** actual **gross profit** or **your** actual **fees** during the 12 months immediately preceding the date of the first interruption to **your activities**, **we** will reduce the amount **we** pay.

The reduction **we** will make will be in the proportion that the premium for this section of the **policy** **you** have paid bears to the premium **we** would have charged **you** if it had been based on **your** actual **income** or **your** actual **gross profit** or **your** actual **fees** during the 12 months immediately preceding the date of the first interruption to **your activities**.

The remedy described above will apply if **your** failure to declare an accurate estimate of **your income** or **gross profit** or **fees** was not deliberate or reckless and this remedy may apply in addition to General condition 2.b.i. and ii.

If **your** failure to declare an accurate estimate of **your income** or **gross profit** or **fees** was deliberate or reckless, the remedy under General condition 2.a. will apply at **our** discretion.

#### Indemnity period

The **indemnity period** in respect of each interruption to **your activities** will be calculated as stated below but **we** will not pay for longer than the period stated as your 'indemnity period' in the Property – business interruption section of **your** schedule.

All covers in **What is covered**, 1, except those stated below

The period beginning at the date of the **insured damage** and lasting for the period during which **your income** is affected as a result of such **insured damage**.

Denial of access

The period beginning at the date that **you** or **your employees** or **your** suppliers were first unable to access a part of an **insured premises** and lasting until **you** and **your employees** and **your** suppliers are able to access all of those **insured premises**.

Non-damage denial of access

The period beginning at the date that all of an **insured premises** first became inaccessible to **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Bomb threat

The period beginning at the date that all of an **insured premises** first became inaccessible to **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Public utilities

For each failed service, the period beginning at the date of the first total failure in that supply to an **insured premises** and lasting until any supply of that service is reinstated to those **insured premises**.

Telecommunications and internet service providers

For each failed service, the period beginning at the date of the first total failure in that supply to an **insured premises** and lasting until any supply of that service is reinstated to those **insured premises**.

Public authority

The period beginning at the date that a part of an **insured premises** first became unusable for the purposes of **your activities** by **you** or **your employees** and lasting until the relevant **restrictions** are lifted.

Equipment breakdown

The period beginning at the date of the **insured breakdown** and lasting for the period during which **your income** is affected as a result of such **insured breakdown**.

## Special conditions

#### Specified customers

If the Property – business interruption section of **your** schedule states that you are covered for specified customers, the most **we** will pay for any interruption caused by **insured damage** arising at the premises of **your specified customer** is the amount stated in the Property – business interruption section of **your** schedule. If **your** customer or client is not individually stated in the Property – business interruption section of **your** schedule, cover may apply under **What is covered**, Unspecified customers.

Specified suppliers	If the Property – business interruption section of <b>your</b> schedule states that you are covered for specified suppliers, the most <b>we</b> will pay for any interruption caused by <b>insured damage</b> arising at the premises of <b>your specified supplier</b> is the amount stated in the Property – business interruption section of <b>your</b> schedule. If <b>your</b> supplier is not individually stated in the Property – business interruption section of <b>your</b> schedule, cover may apply under <b>What is covered</b> , Unspecified suppliers.
Homeworkers	If the Property – business interruption section of <b>your</b> schedule states that you are covered for Homeworkers, the most <b>we</b> will pay for any interruption caused by <b>insured damage</b> arising at the main residence of a <b>homeworker</b> is the amount stated in the Property – business interruption section of <b>your</b> schedule.
Equipment breakdown	Where <b>we</b> make a payment under <b>What is covered</b> , 1.m. Equipment breakdown, any amounts payable by <b>us</b> will be included within the <b>amount insured</b> stated in <b>your</b> schedule under the Property – equipment breakdown section of this <b>policy</b> . This <b>amount insured</b> is also stated in the Property – business interruption section of <b>your</b> schedule.  This <b>amount insured</b> is an aggregate limit for both the Property – equipment breakdown section of this <b>policy</b> and the cover available under this Property – business interruption section, <b>What is covered</b> , 1.m. Equipment breakdown and the maximum <b>we</b> will pay for all relevant claims or losses covered under both of these parts of <b>your policy</b> during the <b>period of insurance</b> .
Outstanding debts	The most <b>we</b> will pay for outstanding debts is the amount stated in the Property – business interruption section of <b>your</b> schedule.
Multiple insureds	If <b>your</b> schedule shows that cover under the Property – business interruption section of the <b>policy</b> applies to more than one insured, each <b>amount insured</b> stated in that section of the schedule shall apply in total to all insureds, regardless of how many insureds are affected.
Multiple insured premises	If any single Property – business interruption section of <b>your</b> schedule shows that cover under that section of the <b>policy</b> applies to more than one <b>insured premises</b> , each <b>amount insured</b> stated in that single section of <b>your</b> schedule shall apply in total to all <b>insured premises</b> , regardless of how many <b>insured premises</b> are affected.
Loss under more than one cover	If the same interruption to <b>your activities</b> is insured under more than one cover under <b>What is covered</b> above, <b>we</b> shall only make payment for that interruption to <b>your activities</b> under one of the covers, being the cover that is most advantageous for <b>you</b> .

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## Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> or circumstance which might cause an interruption to <b>your activities</b> .
Property insurance	Where the <b>damage</b> involves <b>property you</b> own or are legally responsible for, <b>we</b> will not make any payment unless <b>you</b> have property insurance in force covering the <b>damage</b> and payment has been made, or liability admitted, under that insurance for the <b>damage</b> .
Accounts records	<b>You</b> must keep a record of all amounts owed to <b>you</b> . <b>You</b> must keep a copy of the record away from an <b>insured premises</b> and provide copies to <b>us</b> promptly on request. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.  In the event of a claim under <b>What is covered</b> , 2. Outstanding debts, <b>you</b> must provide <b>us</b> with all information <b>we</b> may reasonably require to assist in evidencing <b>your</b> outstanding debts. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.

## Legal protection insurance

### Policy summary

Policy wording ref: 16375 WD-PROF-UK-LST(3)

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

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

The policy covers:

- employment disputes: defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment or 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

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The policy will not cover:

- any civil claim unless it is more likely than not that the insured person will recover damages or make a successful defence;
- any claim reported to ARAG 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 ARAG have agreed to accept the claim;
- legal costs in excess of £100 per hour (this amount may vary from time to time) when, with ARAG's agreement, you choose to use your own lawyer;
- any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- any claim relating to rights under a franchise or agency agreement entered into by you;
- judicial review, coroner's inquest or fatal accident enquiry;
- any claim where the insured person is not represented by a law firm, barrister or tax expert;
- any claim relating to written or verbal remarks that damage the insured person's reputation;
- employment disputes: in respect of damages for personal injury;
- employment disputes: relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- employment disputes: pursuit of an employment claim
- 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;
- contract disputes or debt recovery: terms of a lease, licence or tenancy of land or buildings;
- contract disputes or debt recovery: any dispute or debt from an agreement entered into prior to the ARAG policy start date, if the date of occurrence is within the first 90 days, unless equivalent legal expenses insurance was in force immediately before.

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

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?

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

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

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

### Significant or unusual exclusions and limitations

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We will not pay for crisis containment costs:

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

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

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

Please read the policy for details of terms in full.

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

### **Policy summary**

Your schedule will indicate if your policy includes this section.

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

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

#### **Services:**

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

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

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



## **Any questions? Any complaints?**

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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](mailto: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](mailto: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).