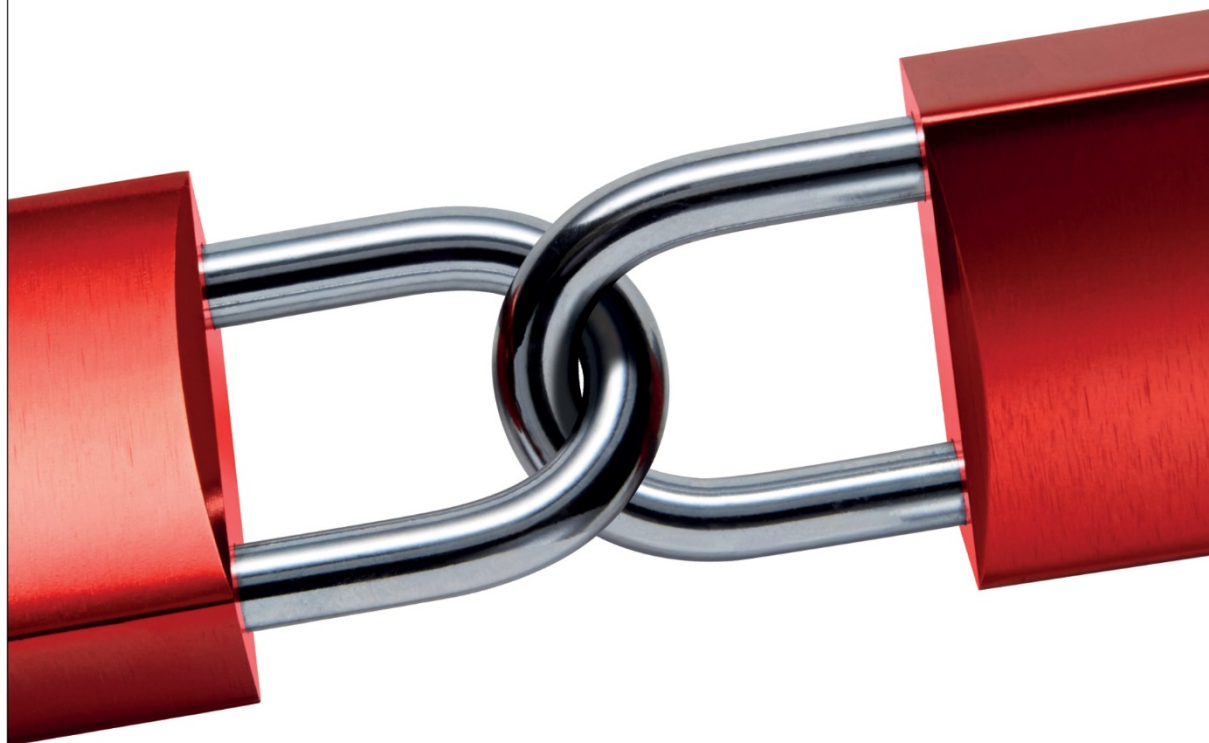




Hiscox Insurance  
Your policy summary





## Hiscox Insurance

### Policy summary

### Your Hiscox Insurance policy summaries

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This document contains the summaries for any policy covers you have selected to protect you. These summaries outline the key information about your policy 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 in full and ensure that you understand its terms and conditions. If you have any queries, you should contact Hiscox or your insurance advisor.

### Your obligations

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Remember, your premium and insurance are based on the details you have provided to us. Please make sure this information accurately reflects your circumstances and that you inform us immediately if anything needs to change. Please also tell us of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of the policy too.

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim or loss;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

### 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 cover basis, we will renew your policy each year for another 12 months and 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. If you do not let us know, 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.



## **Hiscox Insurance**

### Policy summary

#### **Cancellation rights**

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You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note – we may deduct an administration fee from any refunded payment. 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.**

## **Professional indemnity insurance**

Policy summary

Policy wording ref: WD-PROF-UK-SP(7) 5998 01/21

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

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

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

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

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

- any tangible documents needed for your business which are lost, damaged or destroyed.

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

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

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

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

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

## Public and products liability insurance

### Policy summary

Policy wording ref: WD-PROF-UK-PPL(2) 16166 01/21

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

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

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

We will also pay:

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

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

### Significant or unusual exclusions and limitations

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We will not pay claims arising from:

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

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

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

## **Employers' liability insurance**

Policy summary

Policy wording ref: WD-PROF-UK-EL(2) 16164 12/20

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

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

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

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

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We will not pay for claims arising from any:

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

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

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

## **Management liability – trustees and individual liability insurance**

Policy summary

Policy wording ref: WD-MLP-UK-AGG-TIL(4) 16019 11/20

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

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

We will pay for claims and investigations arising from:

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

We will also pay:

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

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

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

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

We will not cover any claim, loss or investigation:

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

Please read the policy for details of terms in full.



## **Crisis containment**

Policy summary

Policy wording ref: WD-PIP-UK-CRI(2) 9809 02/13

### **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.





## Hiscox Insurance

### Policy summary

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### In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

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### Claims service

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

You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact our experienced claims team on 0800 247 1902, 9.00am – 5:30pm Monday to Friday or email [claims@hiscox.co.uk](mailto:claims@hiscox.co.uk).

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### Under insurance

Where the amount insured in respect of any item or potential loss covered under any section of this policy is based upon estimates provided by you of the total value of such item or the total potential loss and we discover that the estimate provided is less than the actual value or full potential loss, we may reduce any payment we make by reference to the difference (in percentage terms) between the premium you were actually charged and the premium we would have charged if you had provided an accurate declaration.

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### Any questions? Any complaints?

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

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

Telephone: 0800 1164 627

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 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).

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.



## **Hiscox Insurance**

### Policy summary

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.