



## **Hiscox Business Insurance**

### Policy summary

#### **Your Hiscox 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.

#### **Your side of the bargain**

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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;
- 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 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.

You will be provided 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 scope of the applicable courts stated in that section of your policy 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.

## Public and products liability insurance

### Policy summary

Policy wording ref: 22390 WD-HSP-UK-GDG-PPL(1)

### 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;
- veterinary fees for which you are liable following injury to your customer's animal whilst in your custody or control provided it does not arise from any pre-existing condition, surgical operation, domestic animal, drug medicine or treatment advice or provision or administration of medicines;
- compensation for death or disappearance of your customer's animal whilst in your custody or control;
- for the cost of advertising and reward following the disappearance of your customer's animal whilst in your custody or control;
- 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:

- the provision of or failure to provide any treatment, therapy or care of a customer's animal other than grooming, aromatherapy, reiki, crystal healing, Tellington TTouch, animal massage therapy or any other treatment, therapy or care agreed by us;
- 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.

## Professional indemnity insurance

Policy summary

Policy wording ref: 15583 WD-PROF-UK-SP-AG(3)

### 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:

- injury to any animal, unless arising from professional advice prepared or given by you where the advice did not lead to you working on an animal;
- 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.

## Property – buildings insurance

### Policy summary

Policy wording ref: 16087 WD-PROF-UK-PYB(5)

### 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, landslip or heave; or
- theft.

If your schedule shows that you are covered for rent receivable, we will also pay the amount of rent, for up to 36 months, if you are not entitled to recover it from your tenant while the buildings are unusable as a result of insured damage.

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 insured 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.



## Property – contents insurance

Policy summary

Policy wording ref: 16088 WD-PROF-UK-PYC(5)

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

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Contents insurance protects you when the contents of your insured premises are lost, damaged 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 the cost of 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.

If your schedule shows that you are covered for rent payable, we will also pay the amount of rent, for up to 36 months, if you are legally required to pay it while the insured premises is unusable as a result of insured damage.

In addition, we will pay for:

- 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 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.

### 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 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 insured 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.

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 from an unattended vehicle unless the item is completely hidden out of sight within the storage compartment, boot or trailer of the vehicle 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;
- cash, bank or currency notes, or cryptocurrency;
- animal or plant caused by illness or disease;
- phones, laptops, tablets, PDAs, cameras or wearable technology while away from the insured premises;
- 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.

Please read the policy for details of terms in full.

## Property – business interruption insurance

### Policy summary

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

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

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Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption which results in a financial loss to you. We will pay for your loss of income, loss of gross profit or loss of fees, as shown in the policy schedule, where the interruption is caused by damage or certain other circumstances occurring during the period of insurance. Cover provided in relation to any such loss will also include costs and expenses incurred by you to continue your activities or minimise the reduction in your income, gross profit or fees. Cover for such costs and expenses may also be purchased separately. Alternatively, flexible business interruption cover may be purchased, which provides for any combination of your loss of income, loss of gross profit, loss of fees or increased costs and expenses.

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

We will pay for an interruption caused by:

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

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

### Significant or unusual exclusions and limitations

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

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

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

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

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

We will not pay for:

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

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

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

## Property – away and in transit insurance

Policy summary

Policy wording ref: 16093 WD-PROF-UK-PAIT(7)

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

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Property away and in transit insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from the insured premises. We will pay you for damage occurring during the period of insurance at any location stated in your schedule. Where shown in your schedule, we will also pay for damage occurring during the period of insurance to insured property while hired out. We will pay up to the amounts shown in your schedule.

We will also pay for the following costs that you incur as a result of insured damage:

- the modification to replacement computers, or the conversion of your existing software, so that they remain compatible with each other following damage;
- the costs of reconstituting documents and electronic data which have been lost or destroyed;
- the costs of hiring substitute items of similar type and capacity while damaged items are being repaired or replaced;
- continuing hire charges while an item is being repaired or replaced;
- loss of fees which you would have received for hiring out an item to a third party under a standard hire contract.

### Significant or unusual exclusions and limitations

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The policy contains certain conditions which are specific to your away and in transit 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. If you do not, we may reduce any payment we make by an amount equal to the detriment;
- 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 any of your premises are left unattended;
- you must tell us immediately if any of your premises will be left unoccupied or will not be used for more than 30 consecutive days.

We will not pay for theft by deception of any items that you have hired out unless you have:

- obtained and verified at least two trade references for the hirer;
- retained a copy of the hirer's letterhead and a copy of at least two of the hirer's utility bills relating to the same premises;
- retained a copy of the hirer's credit card details;
- only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and taken a photograph of the hirer.

We will not make any payment for loss or damage to any 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.

We will not pay for losses or damage caused by:

- theft from an unattended vehicle, unless the item is completely hidden out of sight within the storage compartment, boot or trailer of the vehicle so that the presence of the item cannot be identified;
- theft from any building which is not owned, rented or leased by you, unless the item is under your personal supervision or by anyone authorised by you, or stored in a securely locked room or building;
- fraud or dishonesty, other than the physical theft of property;
- electrical or mechanical breakdown;
- 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 any:

- loss or damage to buildings, land or water;



- vehicle for which insurance or security is required under the provisions of any road traffic legislation;
- hovercraft, aircraft, drone or other aerial device;
- watercraft, other than hand propelled or sailing craft less than 20 feet in length which are not in use;
- cash, bank or currency notes, or cryptocurrency;
- loss of or damage to any 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 policy.

Please read the policy for details of terms in full.

## Property – money insurance

Policy summary

Policy wording ref: 16092 WD-PROF-UK-MON(3)

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

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Money insurance protects you when your money is accidentally lost or stolen. We will pay you for losses occurring during the period of insurance. 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 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:

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 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;
- terrorism, civil commotion which occurs outside of England, Scotland, or Wales, war, confiscation, or nuclear risks.

Please read the policy for details of terms in full.

## Personal accident insurance

### Policy summary

Policy wording ref: WD-PROF-UK-PAI(3) 16341 01/21

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

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Personal accident insurance provides a benefit amount following accidental bodily injury which results in the death or permanent or temporary disablement of an insured person. We will pay you the applicable benefit amount shown in the schedule if the death or disablement arises from an incident occurring during both the period of insurance and the active time shown in the policy schedule.

For accidental bodily injury, we will pay the company or entity shown in the policy schedule:

- the capital benefit amount shown in the policy schedule if an insured person suffers an accidental bodily injury that results in death or permanent total disablement;
- the temporary benefit amount shown in the policy schedule if an insured person suffers an accidental bodily injury that results in disablement which prevents them from carrying out their usual occupation.

We will also pay the company or entity shown in the policy schedule:

- the medical and physiotherapy treatment expenses incurred with our consent if an insured person suffers an accidental bodily injury;
- the psychological counselling expenses incurred with our consent if an insured person suffers permanent disablement;
- the funeral expenses incurred with our consent following death of an insured person due to accidental bodily injury;
- the expenses incurred with our consent to retrain an insured person and make alterations to their workplace following their permanent disablement;
- the recruitment expenses incurred with our consent to replace an insured person following their permanent disablement.

You also have the option of adding cover for illness and compassionate leave which prevents an insured person from carrying out their usual occupation. If you select this optional cover, we will pay the company or entity shown in the policy schedule the temporary benefit shown in the policy schedule for each full week of an insured person's absence from their work for you due to:

- an illness which first manifests itself during the period of insurance;
- compassionate leave which is granted by you during the period of insurance.

### Significant or unusual exclusions and limitations

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We will not pay for:

- any person who is not:
  - currently employed by you;
  - legally resident in the UK; or
  - aged between 16 and 70 years old at the start date of the period of insurance;unless agreed in writing by us;
- any temporary disablement which lasts for a shorter period than the minimum absence period shown in the policy schedule;
- any temporary disablement which lasts for a longer period than the absence period shown in the policy schedule;
- any compassionate leave which lasts for a longer period than two weeks.

We will not pay for any accidental bodily injury:

- sustained while taking part in certain extreme sports and leisure activities as listed in the policy wording;
- sustained while taking part in any aerial activities, other than travel by commercial airlines as a passenger;
- occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.

We will not pay for any accidental bodily injury or illness arising out of or contributed to by:

- any emotional or psychiatric disorder or condition;
- any physical defect, infirmity or medical condition which the insured person knew about at the start date of the period of insurance and which required any medical advice or treatment in the previous 24 months;
- any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which the insured person knew about at the start date of the period of insurance;
- HIV, AIDS, AIDS-related complex or any related virus or illness, or any sexually-transmitted disease;
- pregnancy or childbirth;





- cyber attack, hacker or computer or digital technology error, including any fear or threat of such an incident. We will not pay claims arising from any action taken in controlling, preventing, suppressing, responding to such an incident.

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

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PS-PROF-UK-PAI(3)  
16996 01/21

## Legal protection insurance

### Policy summary

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

### 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 DAS more than 180 days after the date that the relevant insured person should have known about the insured incident or any costs or expenses incurred before DAS have agreed to accept the claim;
- legal costs in excess of £100 per hour (this amount may vary from time to time) when, with DAS's agreement, you choose to use your own lawyer;
- any claim relating to intellectual property or secrecy and confidentiality agreements;
- any claim relating to rights under a franchise or agency agreement entered into by you;
- judicial review, coroner's inquest or fatal accident enquiry;
- any claim where the insured person is not represented by a law firm, barrister or tax expert;
- any claim relating to written or verbal remarks that damage the insured person's reputation;
- employment disputes: in respect of damages for personal injury;
- employment disputes: relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- compensation awards: following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue;
- legal defence: any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle;
- legal defence: any claim relating to damage to or the loss, alteration, corruption, distortion, reduction of functionality, availability or operation of stored personal data arising from any malicious or damaging code or computer virus;
- personal injury: any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- personal injury: any claim relating to psychological injury or mental illness, unless following a specific or sudden accident;
- tax protection: any claim relating to import or excise duties or any tax avoidance scheme;
- contract disputes or debt recovery: relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product, other than disputes with professional advisors in connection with these matters;
- contract disputes: arising from a breach or alleged breach of professional duty by an insured person.



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

Please read the policy for details of terms in full.

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



## **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.



## 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 have agreed you can pay us by instalments and we don't receive your instalment within the agreed 14-day period. At this point, we may cancel the policy in which case we will confirm this and the amended period of insurance to you in writing.

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

## In the event of a claim

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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.

## 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. If you need to notify us of anything, please contact our experienced claims team on 0800 280 0351, 9:00am to 5:30pm Monday to Friday or email [claims@hiscox.co.uk](mailto:claims@hiscox.co.uk). If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at <https://claims.hiscox.co.uk/>.

## Under insurance

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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.

## Any questions or 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.

Telephone: +44 (0)800 116 4627

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).

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JAC-HSP-UK-PS(1)  
02/23