



Hiscox Insurance
Your policy summary



Hiscox Insurance

Policy summary

Your Hiscox Insurance cover summaries

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

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

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 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

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

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 for coaching, training and education

Policy summary

Policy wording ref: WD-PROF-UK-CTE-AG(2) 15588 12/16

Key benefits: what risks are you protected against?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for 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 by failing to educate or supervise;
- your advertising: mistakes such as inadvertently making a statement that you cannot substantiate;
- 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;
- 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 direct losses suffered as a result of:

- dishonesty of your employees, sub-contractors and outsourcers, where the loss is suffered after the retroactive date and discovered during the period of insurance;
- 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:

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 a duty of care;
- 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.

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

Property – contents insurance

Policy summary

Policy wording ref: WD-PROF-UK-PYC(1) 16088 05/17

Key benefits: what risks are you protected against?

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 the schedule.

We will pay to repair or replace items following loss or damage:

- caused by storm, flood or escape of water;
- caused by fire;
- caused by accidental damage;
- caused by theft, even where there is no evidence of forced or violent entry to the premises;
- to fixed glass in windows, doors, shelves and mirrors, including the costs of temporary boarding-up;
- to the personal effects of your employees or visitors to your premises, including theft of employees' cycles;
- to outdoor furniture, heaters, ornaments and other similar items that are normally left outdoors;
- to spoiled refrigerated stock provided that the refrigeration unit is less than five years old and is maintained by a qualified refrigeration engineer.

We will pay for the costs of reconstituting documents and electronic data which have been lost or destroyed, provided a back-up is made at least once a week.

We will also pay for 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:

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. If you do not, we will not make any payment for damage unless you can show that your failure to do so could not have increased the risk of such damage.

You must tell us immediately if the premises will be left unoccupied or will not be used for more than 30 consecutive days. If you do not, we will not make any payment for damage occurring while the premises is unoccupied.

We will not pay for losses caused by:

- wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- electrical or mechanical breakdown;
- building work where the estimated cost of such work is more than £75,000, unless you tell us at least 30 days before the work starts and comply with any additional requirements we impose;
- fraud or dishonesty of any person who is not under a contract of service with you, other than the direct physical theft of property.

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

- building, marine rig or platform, watercraft, hovercraft, aircraft, drone or other aerial device;
- vehicle, plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- cash, bank or currency notes;
- phones, laptops, tablets, PDAs or wearable technology while away from the premises.

Please read the policy for details of terms in full.

Property – away and in transit insurance

Policy summary

Policy wording ref: WD-PROF-UK-PAIT(2) 16093 12/17

Key benefits: what risks are you protected against?

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, up to the amounts shown in the policy schedule for each location listed below.

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

- any location within the UK where you have a contract to carry out your activities;
- any location within the UK where you are attending a promotional event or exhibition;
- the home of any partner, director, trustee, committee member, employee or volunteer of yours within the UK;
- any building within the UK which is owned, rented or leased by you for the purpose of your activities;
- anywhere else in the world, including while in transit or while hired out by you.

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

- the costs of reconstituting documents and electronic data which have been lost or destroyed, provided a backup is made at least once a week;
- the costs of hiring substitute items of similar type and capacity;
- continuing hire charges while an item is being repaired or replaced;
- loss of fees that you would have received for the hire of an item under a standard hire contract ;
- the costs of hiring substitute vehicles or craft of similar specification and capacity in order to complete a delivery within the UK if the original vehicle or craft is disabled;
- the costs of reloading items which have fallen accidentally from a vehicle or craft while in transit.

Significant or unusual exclusions and limitations:

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. If you do not, we will not make any payment for damage where your failure to do so increased the risk of such damage.

We will not pay for theft by deception of any items that you have hired out under a standard hire contract 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 :

- 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;
- in transit courier or postal service where the method of delivery does not require a recipient's signature on receipt.

We will not pay for losses caused by:

- theft from an unattended vehicle, unless the item is completely hidden within the storage compartment or boot of a locked vehicle or trailer;
- theft from any building which is not owned, rented or leased by you, unless the item is stored in a securely locked room or building;
- fraud or dishonesty, other than the direct physical theft of property;
- electrical or mechanical breakdown;
- building work where the estimated cost of such work is more than £75,000, unless you tell us at least 30 days before the work starts and comply with any additional requirements we impose.

We will not pay for any:

- building, marine rig or platform, watercraft, hovercraft, aircraft, drone or other aerial device;
- vehicle, plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- cash, bank or currency notes;
- damage to any item in a building that has been unoccupied for more than 30 days, unless you tell us that the building will be left unoccupied and comply with any additional requirements we impose.

Please read the policy for details of terms in full.

Property – business interruption insurance

Policy summary

Policy wording ref: WD-PROF-UK-PYI(2) 16089 12/17

Key benefits: what risks are you protected against?

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption which results in a financial loss to you. We will pay for your loss of income or gross profit, as shown in the policy schedule, occurring during the period of insurance. We will also pay for the costs and expenses incurred by you to minimise the reduction in your income or gross profit. We will pay up to the amounts and time period shown in the policy schedule.

We will pay for interruptions caused by:

- insured damage to your property;
- physical damage in the vicinity of the insured premises which prevents or hinders access to the premises;
- any other incident within a one mile radius of the insured premises which results in any civil, statutory or government or public authority denying or hindering access to the premises for more than 24 hours;
- damage arising at the premises of one of your customers or suppliers in the European Union (including the United Kingdom and Gibraltar);
- failure in the supply of water, gas, electricity, telecommunications or internet services for more than 24 hours as a result of damage to the service provider's premises, the terminal feed or underground cables, unless the damage is caused by flood or earth movement;
- a third-party maliciously blocking access to your computer system, programs or data for more than 12 hours, including the cost of replacing or repairing your computer system, programs and data, provided a back-up of electronic data is made at least once a week;
- electrical or mechanical breakdown of your equipment and computers, where we also cover you under the Property – equipment breakdown section.

Significant or unusual exclusions and limitations:

You must keep a record of all amounts owed to you and keep a copy of the record away from the premises, otherwise we may reduce any payment we may make by an amount equal to the detriment we have suffered.

We will not make any payment unless payment has been made, or liability admitted, by us or by another insurer for damage to property that you are legally responsible for, where the interruption to your activities is caused by such damage.

We will not pay for:

- any interruption to your business caused by, resulting from or in connection with terrorism;
- permanent discontinuance of your business or appointment of a liquidator or receiver;
- any costs and expenses incurred by you to minimise the reduction in your income or gross profit which exceed the reduction in the income or gross profit saved, unless cover for Additional increased costs of working is shown in the policy schedule.

Please read the policy for details of terms in full.

Property – money insurance

Policy summary

Policy wording ref: WD-PROF-UK-MON(1) 16092 05/17

Key benefits: what risks are you protected against?

Money insurance protects you when your money is accidentally lost or stolen. We will pay you for losses occurring within the UK during the period of insurance, up to the amounts shown in the policy schedule.

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

- any building which is owned, rented or leased by you;
- the home of your partners, directors, trustees, employees or volunteers;
- in transit by road, rail, waterway or in person;
- any location where you are attending a promotional event or exhibition;
- any location where you have a contract to carry out your activities;
- any other location within the geographical limits.

We will also pay compensation up to the amounts shown in the policy schedule if any of your partners, directors, trustees, employees or volunteers, aged between 16 and 70, is killed or permanently disabled in a robbery.

Significant or unusual exclusions and limitations:

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.

If you do not, we will not make any payment unless you can demonstrate that such non-compliance could not have increased the risk of the loss occurring in the circumstances in which it occurred.

We will not pay for losses caused by:

- theft from any unattended vehicle unless the money is completely hidden within the storage compartment or boot of a locked vehicle or locked trailer;
- fraud or dishonesty or losses arising from any electronic funds or account balances.

Please read the policy for details of terms in full.

Management liability – directors and officers' liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-DO(4) 16015 12/17

Key benefits: what risks are you protected against?

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

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation.

We will also pay:

- the costs to reduce the likelihood or consequence of an investigation;
- the costs incurred to make a compulsory notification to an official body;
- for costs over and above the limit of indemnity where that limit has been used up by another insured person.

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover insured persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations:

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising from any requirement to clean up any pollution;
- arising from any public offering of your securities, other than a failed public offering of your securities;
- following any acquisition, merger or take-over of you;
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.

Management liability – corporate legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-CLL(3) 16020 12/17

Key benefits: what risks are you protected against?

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

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence or breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation;
- your failure to comply with any taxation guidelines.

We will also pay:

- 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 defence costs for claims against you arising from a breach of contract;
- the costs incurred to make a compulsory notification to an official body;
- 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, an extended notification period of up to six years can be purchased for an additional premium. This would cover relevant persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations:

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This will only apply after a judgment or other final adjudication or an admission that such an act did occur;
- arising out of any defamation;
- arising from your requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising from any public offering of your securities;
- arising out of infringement of any patent, trade mark, copyright, registered design or intellectual property rights, other than for defence costs;
- arising out of any breach of professional duty or failure to provide professional services;
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.

Management liability – employment practices liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-EPL(4) 16017 08/18

Key benefits: what risks are you protected against?

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

We will pay for claims for:

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

We will also pay for:

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

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover you for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations:

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

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

- any dishonest or fraudulent act by you or any insured person committed or condoned by you or any insured person. This will only apply after a judgement or other final adjudication or an admission by the insured that such act or omission did occur;
- membership or non-membership of any trade union or equivalent labour organisation, other than retaliation;
- the death or any bodily or mental injury suffered by anyone, other than emotional distress;
- any responsibility, duty or obligation imposed by law in relation to health and safety, social security, unemployment, retirement or disability benefits, other than retaliation;
- your failure to pay any amount you are contractually committed to pay to an employee, including salaries;
- 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.

Product name: **Crisis containment**

Your cover in a nutshell:

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, unless specifically excluded.

Key benefits: what risks are you protected against?

- The costs incurred with our consent in utilising the services of the crisis containment provider named in the schedule, to limit or mitigate the impact to you of a crisis resulting from a covered claim under your Hiscox policy.
- In an emergency we will pay for costs incurred outside working hours without our consent, which mitigates the impact of a crisis, up to the amount shown in the policy schedule.

Significant or unusual exclusions and limitations:

- The crisis must relate to a valid claim under a Hiscox policy you hold for this cover to take effect.
- We don't pay claims for any crisis relating to any employment claim under any Management Liability section.

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.
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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.

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.

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.

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

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.

The address is:
Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567
+44 20 7964 0500 from outside the United Kingdom
Email: complaint.info@financial-ombudsman.org.uk

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