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## Your Hiscox insurance

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email [contactus@policybee.co.uk](mailto:contactus@policybee.co.uk) or call us on 0345 222 5360, Monday to Friday, 9-5.

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## Your obligations

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call us.

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

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## Policy length

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

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## The insurer

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

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## Retroactive dates

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

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## Claims made cover

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

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## Claims occurring cover

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

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## Cancellations

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

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## Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that

could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

### **Dealing with claims - our part**

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You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

### **Complaints**

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We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

## Professional indemnity insurance

Your policy wording: 22533-WD-PROF-UK-SP(1)

### What are you covered for?

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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. When a claim is made, Hiscox will pay the amount that you have to pay in compensation, as well as the legal defence costs incurred.

You're covered for:

- Negligence or breach of duty to use reasonable care and skill: 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.
- Dishonesty of your employees, sub-contractors and outsourcers.
- Sums you have to pay as a result of actual or alleged negligent design or negligent specification which has resulted in, caused or otherwise contributed to any pollution.

Hiscox will also pay your reasonable and necessary costs:

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

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

Your policy also includes crisis containment insurance which gives you the use of public relations experts to limit the potential damage to your reputation during a claim.

### What's not covered?

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Your policy will not pay for claims or losses arising from:

- Any bodily or mental injury or death, unless arising from your breach of duty to use reasonable care and skill.
- Any reserved legal activity or any activity regulated by the Financial Conduct Authority or Prudential Regulatory Authority or similar regulatory bodies.
- The ownership, use or possession of any land, building, animal or vehicle.
- The loss, destruction or damage to tangible property, unless arising from your breach of duty to use reasonable care and skill.
- Your supply, manufacture, sale, installation or maintenance of any product.
- Anything which was likely to lead to a claim and which you knew about before the policy started.
- Any contractual terms which make you responsible for losses that you would not be responsible for if the term did not exist.
- Any breach of your obligations as an employer.
- Any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill.
- Any patent infringement or the disclosure of a trade secret.
- Terrorism, civil commotion, strikes, war, communicable disease or nuclear risks including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident.
- A cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident.
- Any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading.
- The failure or interruption of the service provided by internet, cloud services, telecommunications, utilities or other infrastructure providers.
- The processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. Hiscox 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.

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### **How much are you covered for?**

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

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### **How much excess do you have to pay?**

You'll pay £0 towards claims, and nothing towards defence costs. This means that if a claim against you is successfully defended, it won't cost you a penny. Your policy schedule may state special excesses depending on type and origin of claim.

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### **Geographical cover and jurisdiction**

You're covered to work anywhere in the world. Claims made against you under US and Canadian law are not covered unless stated in your policy schedule.

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22533-WD-PROF-UK-SP(1)

## **Public and products liability insurance (Trades and construction)**

Your policy wording: 16170-WD-TRAD-UK-PPL(4)

### **What are you covered for?**

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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 as a result of your business.

Your policy will pay:

- For defence costs incurred for covered claims (subject to your insurer's agreement).
- Criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim.
- The costs of replacing locks, keys and electronic pass cards if you lose any key or pass card to a third-party's premises.
- The sums you have to pay as compensation for failing to secure a third-party's premises where you have been carrying out your business, provided that you have reasonably secured the premises as required.
- The sums you have to pay as compensation if any of your employees uses a third party's telephone system without their authority.
- The sums you have to pay as compensation under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Measure (Northern Ireland) Order 1975.
- The sums you have to pay in compensation to rectify defective work. Provided that the work was carried out within 12 months of the claim, and you were not aware the work was defective, and you were not given the opportunity to rectify the defective work.

### **What's not covered?**

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Your policy will not pay claims arising from:

- Abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule.
- Death or bodily or mental injury or disease of any employee or volunteer of yours.
- The ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle.
- Any work undertaken for you by any sub-contractor, other than the provision of cleaning services, unless you take all reasonable steps to ensure that they have public liability insurance with at least the same limit as you.
- 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 technical drawing, blueprint, plan, design, specification, formulae, program, automated system, instruction, training, direction or advice provided by you.
- The recall, removal, repair, reconditioning or replacement of any goods you have supplied.
- The actions of any person supplied by you to a client under contract.
- The failure of any product, service, process or system provided by you to perform its intended function.
- Any actual or alleged breach of any data protection legislation or regulation.
- Terrorism, civil commotion, strikes, industrial action, war or nuclear risks.

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

### **How much are you covered for?**

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The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you as well as any criminal proceedings costs, up to the level of cover you select.

### **How much excess do you have to pay?**

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You'll pay £250 towards claims for property damage only.

### **Geographical cover and jurisdiction**

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Check your policy schedule to see the geographical limits that apply to your policy. Check your policy schedule to see the jurisdictional limits that apply to your policy.

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16170-WD-TRAD-UK-PPL(4)

## **Employers' liability insurance**

Your policy wording: 16164-WD-PROF-UK-EL(2)

### **What are you covered for?**

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Employers' liability insurance is compulsory cover for most companies with employees. It covers you for the defence costs and any compensation you have to pay to your employees for accidental injury to them in the course of their work for you.

Your're covered 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 the agreement of your insurer 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.

### **What's not covered?**

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Your policy will not pay 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.

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

### **How much are you covered for?**

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£10,000,000 - this is the standard level of cover offered by insurance companies in the UK.

### **How much excess do you have to pay?**

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You'll pay nothing towards any claims or defence costs.

### **Geographical cover and jurisdiction**

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Check your policy schedule to see the geographical limits that apply to your policy. Check your policy schedule to see the jurisdictional limits that apply to your policy.

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16164-WD-PROF-UK-EL(2)