



Hiscox Business Insurance

Policy summary

Your Hiscox Insurance policy summaries

This document contains a summary for each of the covers available in this insurance and outlines the key information about each cover so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy and your schedule in full and ensure that you understand which of the covers you have selected and the policy terms and conditions that apply. If you have any questions about your policy or the covers you have selected, you should contact Hiscox or your insurance advisor.

Claims service

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. 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/>.

Policy length

The period of insurance is shown on your policy schedule. Cover under the policy will come to an end at the end of the period of insurance unless the policy is renewed or cancelled.

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

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.

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 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.

General terms and conditions

Policy summary

Policy wording ref.: 15661 WD-COM-UK-GTCA(4)

Key terms and conditions

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 (specialist retail)

Policy summary

Policy wording ref: WD-RET-UK-PPL(2) 16169 01/21

Key benefits: what risks are you protected against?

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

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

We will also pay:

- for defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it;
- criminal defence costs relating to any regulation or statute which applies to your business, for example prosecution under any health and safety legislation, in relation to a covered claim;
- the sums you have to pay as compensation for defamation or infringement of intellectual property rights, other than patents and trade secrets;
- 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

We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle;
- any cyber attack, hacker or unintentional error affecting any computer or digital technology, including any fear or threat of such an incident or any action taken in controlling, preventing, suppressing or responding to such an incident;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you for a fee;
- the provision or failure to provide any treatment or care of any person or animal, other than first aid;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- any drone or self-balancing motorised scooter sold supplied or distributed by you;
- 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, war, or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing or responding to such incidents;
- 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 any goods or services you have supplied, at your expense.

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

Professional indemnity insurance (specified cover)

Policy summary

Policy wording ref: 22533 WD-PROF-UK-SP(1)

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 covered claims which are made against you during the period of insurance, up to the limit shown in your policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

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

- negligence or breach of duty to use reasonable care and skill: if you fail in a duty of care to your client, perhaps 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.

We will also pay your reasonable and necessary costs:

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

Significant or unusual exclusions and limitations

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

- any bodily or mental injury or death, unless arising from your breach of 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. 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.

Employers' liability insurance

Policy summary

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

Key benefits: what risks are you protected against?

Employers' liability insurance is compulsory cover for most companies with employees. It covers you for compensation, including your liability for any claimants' legal costs and expenses, which you have to pay to your employees for accidental injury to them, occurring during the period of insurance and in the course of their work for you.

We will pay up to the limit of indemnity stated in the policy schedule for:

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

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

Significant or unusual exclusions and limitations

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

- occurring offshore;
- suffered where motor insurance is compulsory;
- to any person supplied by you to a client under contract.

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

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

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?

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

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?

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

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.



Any questions or 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.

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

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.

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).