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## Your Hiscox estate and letting agency policy summaries

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This document contains the summaries for any policy covers you have selected to protect you. These summaries outline the key information about your policy so you can be confident that you have understood what you have bought and what you are covered for. However, you should carefully read your policy in full and ensure that you understand its terms and conditions. If you have any questions about your policy or the covers you have selected, you should contact Hiscox or CMP Professional Indemnity.

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## Your obligations

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

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced.
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss.
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim.
- 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.

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## Policy length

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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.

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## Retroactive dates, geographical and jurisdiction limits

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Where any section of your policy schedule includes a retroactive date, we will not make any payment for any claim or loss under that section which arises from any activity performed or any act, incident or occurrence taking place, before the retroactive date.

Where any section of your policy schedule shows the geographical limits which apply to that section of the policy, we will only pay for claims and losses under that section which arise from activities performed or acts, incidents or occurrences taking place within those geographical limits.

Where any section provides cover in respect of your liability to third parties, we will only cover claims first made in a country within the applicable courts stated in that section of your policy schedule.

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## Cancellation rights

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You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note - we may deduct an administration fee from any refunded payment. There is an exception to our 30-day notice period, which is triggered when we don't receive your Direct Debit payments within the agreed 14-day period. At this point, we will contact you as soon as possible and stop the policy immediately.

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

**Professional indemnity insurance for estate and letting agents**

## Policy summary

Policy wording ref: WD-PROF-UK-EST(6) 5640 12/16

**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: 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.

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

- complaints referred to an ombudsman: cover for defence costs and any compensation you have to pay;
- breach of statutory obligations: costs to defend proceedings brought under legislation such as the Property Misdescription Act 1991;
- any tangible documents needed for your business which are lost, damaged or destroyed.

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

**Significant or unusual exclusions and limitations:**

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

- any financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority;
- any survey or valuation of physical property for the purpose of any loan or any construction or erection work; 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 terms in full.

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**Crisis containment insurance**

## 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, unless specifically excluded.

- 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.
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- 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.

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**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.

Please read the policy for details of terms in full.

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**Crime insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-CRM(2) 16111 11/16

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

Crime insurance protects you from theft, misappropriation, destruction or disappearance of your money or securities and theft or misappropriation of your property, which is discovered during the period of insurance. This includes the costs of investigating the crime and the interest accruing between when the crime occurred and when it was discovered. We will also pay for money, securities or property which is stolen from a client of yours by a partner, director, trustee or employee of yours, including defence costs if a claim is brought against you by the client for the crime. Your policy schedule will show which covers will apply to you and the amount insured for each.

Where shown on the policy schedule, we will also pay for:

- expenses to establish the existence of a crime against you;
- the costs of notifying anyone whose personal data may have been accessed following a data breach or violation of your computer system by an employee;
- the costs of reconstituting your electronic data, provided a back-up is stored away from your premises;
- your direct financial loss due to the criminal use of your telephone lines;
- the costs of utilising the services of a public relations consultant to limit the impact of a covered claim or loss on your business.

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**Significant or unusual exclusions and limitations:**

We will not pay for:

- theft or misappropriation of any trade secret or other confidential information;
- any act committed by an employee after you first became aware of any crime committed by them;
- any claim or loss arising directly or indirectly from any social engineering;
- any claim or loss arising directly or indirectly from extortion, unless force or violence is used;
- any claim or loss arising from any unauthorised trading of any money, securities or property;
- any loss suffered after you have become insolvent or been taken over;
- any telephone fraud arising from the use of any mobile telephone connection or any password or code;
- any telephone fraud arising from any failure to follow the advice of your telephone line provider.

Please read the policy for details of terms in full.

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**Business HR Solutions**

## Policy summary

Policy wording ref: WD-PIP-UK-BHR(5) 7122 12/16

**Services:**

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Business HR Solutions is a risk management service that provides you with a variety of resources, enabling you to keep up-to-date with the latest developments and legislation in relation to human resources and health and safety. access to a variety of employee contracts, forms, policies, letters and a handbook that you may need to manage your staff:

- a wide range of downloadable guides;
- a free online risk assessment for both human resources and health and safety;
- monthly e-newsletters, keeping you up-to-date with changes in the law;
- one free call per annum to the advice line service.

**Additional services available at additional cost:**

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- additional support from the advice helpline is charged at £95 per hour plus VAT;
  - on-site HR support – if you need a professional point of view on a personnel situation, on-site support from Business HR Solutions can help;
  - retained HR services – comprehensive HR support from just £131.25 per month;
  - fixed fee recruitment services at £649.99 per campaign.
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**Cyber and data insurance**

## Policy summary

Policy wording ref: WD-HSP-UK-HFEL-CD(1) 19716 01/19

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

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Cyber and data insurance is designed to support and protect you from evolving e-risks. It provides comprehensive cover for your computer systems and data, whether electronic or non-electronic. We will pay for claims made against you during the period of insurance arising from your cyber or data liability, up to the limit of indemnity shown in the schedule. We will also pay your legal 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.

We also pay for your own losses arising from cyber or data incidents occurring during the period of insurance, up to the limit of indemnity shown in the schedule. We don't just pay out when you suffer a loss or a claim is made against you, but we also work with a trusted panel of experts who are able to offer support in the event of a claim, helping to minimise the damage to your company. Your policy will also include access to Hiscox eRiskHub providing you with support and resources to help stay on top of evolving risks.

The limit of indemnity will be on an aggregate basis. This means that the limit of indemnity applies to the total of all claims made against you during the period of insurance. Each section of the policy is subject to separate limits of indemnity, with further limits for certain items such as forensic costs. Those limits are stated in the schedule, which you should check carefully. You will be liable to pay the excess in relation to each claim or loss, which is shown in your policy schedule.

The cover you benefit from will depend upon which sections you are insured for, which will be stated on the policy schedule. Please check your policy schedule to see which of the following sections you benefit from.

**1. Breach costs**

We will pay for losses incurred by you if you suffer from the unauthorised access, use or disclosure of personal data, including:

- the costs of outside computer forensic analysis to confirm the breach;
- legal costs incurred in managing the breach;
- costs incurred in notifying data subjects and any regulatory body, if required;
- credit monitoring costs, where required.

We will also pay for the above where you have incurred loss as the result of a breach by a supplier of yours.

**2. Cyber business interruption.**

If your business suffers from an interruption as a result of a cyber-attack from a third party or a hacker, we will pay for:

- your loss of income, including where caused by damage to your reputation;
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- increased costs of working.

### 3. Hacker damage

If you discover that you have been the subject of a hack, we will pay loss caused by:

- damage to, corruption or misuse of your computer systems or programs;
- copying or stealing of your programs or data held electronically.

### 4. Cyber extortion

If you receive a threat from a third party to damage your computer systems or disseminate commercially sensitive information, following unauthorised electronic access to your systems, we will pay:

- the cost of any ransom demand;
- the value of any good or services surrendered.

### 5. Privacy protection

If a claim is made against you for breach of personal data or sensitive commercial information, we will pay:

- compensation payable as a result of the breach;
- the amount of any regulatory award against you, where legally insurable;
- any PCI charges for which you become liable as a result of the breach;
- the costs incurred in defending a regulatory investigation or prosecution;
- the costs of outside computer forensic analysis to confirm the breach.

### 6. Media liability

If a claim is made against you arising from the content of your email, website or other electronic communications as a result of alterations made by a hacker, we will pay for compensation and defence costs where the claim is for:

- infringement of intellectual property rights;
- defamation;
- negligent transmission of a virus.

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

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We do not pay for any claims, losses, breaches, privacy investigations or threats due to:

- the provision of professional advice or services;
- the failure of an internet service provider;
- breach of intellectual property rights, other than under the Media liability section;
- personal injury or damage to tangible property;
- seizure or confiscation, war, terrorism or nuclear risks;
- anything likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption that you knew or ought reasonably to have known about before the policy started;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- media liability claims that are brought by your current or former employees;
- any criminal, civil or regulatory fines, other than PCI charges and regulatory awards where legally insurable.

We will also not make payment:

- unless you notify us promptly of any claim, loss, breach, privacy investigation, illegal threat or interruption or anything which is likely to give rise to these;
- for cyber extortion unless you inform or allow us to inform the appropriate law enforcement authorities following an illegal threat and keep us informed of all developments.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not ensure our rights of recovery against a third party are unrestricted;
- admit that you are liable or make any offer without our prior written agreement.

Please read the policy for details of terms in full.

**Public and products liability insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-PPL(1) 16166 12/16

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

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

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

We will also pay:

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

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

**Significant or unusual exclusions and limitations:**

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We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- the ownership, possession or use of any watercraft, hovercraft, aircraft, drone or mechanically propelled vehicle;
- any unauthorised or malicious act involving the use or processing of or access to any computer system;
- 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.

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 terms in full.

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**Employers' liability insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-EL(1) 16164 08/16

**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;
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- 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.

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**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 terms in full.

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**Property – buildings insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-PYB(1) 16807 05/17

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**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 the policy schedule.

We will pay the cost of rebuilding or repair following:

- storm, flood or escape of water;
- fire;
- accidental damage;
- subsidence, landslip or heave.

We will also pay for the cost of clearing building debris from the site as a result of insured damage.

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**Significant or unusual exclusions and limitations:**

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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.

If you use any deep fat frying apparatus at the insured premises, you must ensure that all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days and all extraction ducts are cleaned at least once every six months. 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.

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, landslip or heave unless the walls of the main building are physically damaged at the same time and by the same cause;
- storm or flood to gates or fences;
- 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.

Please read the policy for details of terms in full.

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**Property – contents insurance**

## Policy summary

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

**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 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:**

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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 – money insurance**

## Policy summary

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

**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 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:**

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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.

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**Property – away and in transit insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-PAIT(1) 16093 05/17

**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, 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;
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- 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.

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**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.

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**Property – business interruption insurance****Policy summary**

Policy wording ref: WD-PROF-UK-PYI(1) 16089 05/17

**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;
- 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.

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**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.

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**Terrorism extension**

Policy summary

Policy wording ref: WD-PROF-UK-TER(1) 16550 10/16

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

Terrorism insurance protects you when any of your property which is insured under a property section of your Hiscox policy is damaged by a terrorist act. We will pay you for damage occurring during the period of insurance, up to the amounts shown in the policy schedule.

We will pay to repair or replace items following damage provided that:

- the property is located in England, Wales or Scotland;
- the terrorist act has been certified as such by Her Majesty's Government or Her Majesty's Treasury.

If you have also purchased cover under the Business interruption section of your Hiscox policy, we will also pay for your financial losses resulting from an interruption to your business due to damage to your property by a terrorist act.

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**Significant or unusual exclusions and limitations:**

We will not make any payment unless you maintain cover for terrorist acts on all property within England, Wales and Scotland which is owned by you, including any property which is not insured by Hiscox.

We will not pay for:

- damage caused by war, riot or civil commotion;
- damage to any property which is covered by any form of transit, marine or aviation insurance policy, however this does not include any transit cover provided under any property section of your Hiscox policy.

Please read the policy for details of terms in full.

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**Personal accident insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-PAI(1) 16341 02/17

**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.

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(3) 16015 04/17

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

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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:**

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising from any requirement to clean up any pollution;
- 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.

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**Legal protection insurance**

## Policy summary

Policy wording ref: WD-PROF-UK-LST(1) 16375 08/17

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

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 to recover possession of your premises from them;
- compensation awards: basic and compensatory awards arising from an alleged 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 breach of the Data Protection Act 1998 and unlawful discrimination;

- property protection: pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any unlawful nuisance or trespass;
- bodily injury: at your request, pursuing 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 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;
- 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.

### **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;
- any costs or expenses incurred before DAS have agreed to accept the claim;
- any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, 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 or loss of or damage to property;
- employment disputes relating to the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations;
- compensation awards relating to trade union activities, pregnancy or parental rights, or statutory rights in relation to trustees of occupational pension schemes;
- 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;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- any claim relating to import or excise duties or any tax avoidance scheme;
- any contract dispute or debt recovery relating to the amount of an insurance claim or any loan, mortgage, pension or other financial product;
- any contract dispute arising from a breach or alleged breach of professional duty by an insured person.

The policy will also not cover claims unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent. DAS may reduce any payment by an amount equal to the detriment it has suffered if you do not take reasonable steps to keep any amount DAS have to pay as low as possible.

Please read the policy for details of terms in full.

### **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.

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## 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 01206 773899, Monday to Friday, 09.00 to 17.30 or by email to [property.claims@hiscox.com](mailto:property.claims@hiscox.com) or [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com).

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## 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.

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## Any questions or complaints?

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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.

Address: Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom  
Telephone: +44 (0)800 116 4627 or +44 (0)1904 681 198  
Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS). If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

Address: Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4567 or +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.