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.

Your side of the bargain

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

You need to consider:

- if you fail to fairly present the risk to us, including by failing to disclose any information material to the insurance, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- we will only cover you for the activities you have told us about and we have agreed to cover. If you have not told us about any of your activities, it is unlikely you will be covered for any corresponding claim or loss;
- we will not make any payment in respect of anything you knew, or ought to have known, before the start of the period of insurance which would be likely to result in a claim;
- you should read and check all insurance documents to ensure that you are aware of the cover, limits and other terms that apply;
- if you fail to let us know of any changes to your circumstances during the period of insurance or, if when telling us about such changes you fail to present the risk to us fairly, you could invalidate the policy, claims may not be paid or the amount we pay may be reduced;
- please be aware of all terms and conditions of your policy because failure to comply with them could invalidate it or result in us not paying a claim or reducing the amount we pay;
- if you make a fraudulent claim or try to deceive us, we may terminate the policy.

Policy length

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.

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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.

Combined malpractice, public and products liability

Policy summary

Policy wording ref: 23179 WD-HSP-UK-BCA-MMPPL(1)

This document contains a summary of the cover provided by your policy so you can be confident you have understood what you have bought and what you are covered for. However, you should read your policy and your schedule carefully to ensure that you understand the terms and conditions that apply. If you have any questions about your policy, you should contact Hiscox or your insurance advisor.

Your policy limit

The policy provides one single aggregate limit of indemnity in respect of covered claims across both parts of the policy, Part 1 (malpractice) and Part 2 (public and products liability). It is important that you refer to your Policy schedule for details of: (i) special limits applying to either Part 1 or Part 2 of the policy; and (ii) policy limits for additional covers noted in the wording in relation to Part 2.

Part 1 – malpractice

Key benefits – what risks are you protected against?

Malpractice insurance covers you for compensation you have to pay as a result of claims brought against you during the period of insurance due to bodily or mental injury or death suffered by your client as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay claims against you for:

- malpractice;
- negligence or breach of a duty of care;
- breach of confidentiality or any infringement or violation of any right to privacy; and
- any actual or alleged infringement of copyright or moral rights, or defamation arising out of the content of your website.

We will also pay claims brought against you as a result of any business activity you performed:

- for a client whilst a student under supervision and in the furtherance of your training qualification;
- whilst teaching others, provided that you are qualified to provide such teaching;
- on any animal belonging to a client, excluding bloodstock; or
- involving diagnostic imaging or radiography, provided you are appropriately qualified and you comply with applicable legislation and guidelines.

We will also pay:

- reasonable costs to represent you at any inquest directly relating to any covered claim, provided the payment of such costs is likely to reduce the amount of the claim;
- reasonable expenses to restore or replace any tangible documents needed for your business which are lost, damaged or destroyed, up to the limit shown in the schedule; and
- reasonable 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.

We will extend cover for a period of five years on the cessation of your business as a result of your retirement, maternity, permanent disability or death. We will pay claims made against you during that period arising from a business activity before cessation of your business.

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

You must at all times:

- keep records of all professional services and procedures for at least eight years from the date of treatment;

- take reasonable steps to ensure that any third-party manufactured products which you apply, or prepare, as part of your business activities were entirely made within the European Union or the United Kingdom, sourced from a supplier within the European Union or the United Kingdom or sourced from a supplier within the United States of America or Canada, provided such product complies with local safety standards;
- ensure that your business activities are performed by a person who is appropriately qualified and has received up-to-date training, and retain written evidence of your checks.

You must ensure that:

- any tool or implement is handled, used and stored in accordance with the manufacturers' instructions and is appropriately sterilised in accordance with Department of Health guidelines;
- instructions on the use of sunbeds or solaria (which include reference to the need to limit exposure as well as contraindications of use) are given to clients prior to their use and are appropriately displayed;
- any sunbeds or solaria are under seven years old, regularly maintained and used under your strict supervision;
- you obtain permission from clients prior to using any photographs or videos on your website;
- all new fitness, gym or aerobics clients complete a medical or pre-exercise health questionnaire to ensure their suitability to participate in any such activity.

You must take reasonable steps to remedy or rectify any defect of failure in the products or services you have provided at your own expense.

We will not pay for claims or losses arising from:

- the provision of, or failure to provide, any medical treatment, advice or diagnosis;
- non-chiropractic treatments, unless they are listed on your schedule and carried out whilst you are acting within your area of competence and following appropriate training and qualifications;
- any treatment carried out by you before having performed a patch test, if a patch test was first required for such product;
- incidents involving elite athletes or elite performers;
- pitch side treatments carried out at any sporting event in an emergency response to an acute injury involving any person's head, neck or spine;
- pitch side treatments carried out at any professional sporting event if you are the practitioner in overall charge;
- treatment performed when you are aware of a pre-existing health condition that would be a contraindication to such treatment, unless the client has from the prior approval of a clinical practitioner to receive it;
- any guarantees, promises or warranties you make regarding any treatments or services or any products;
- any treatment of a minor, who is aged 16 or younger, unless their parent or guardian provides their consent and are in attendance or have given written consent not to be in attendance;
- cancer arising from or contributed to by the use of sunbeds or solaria;
- physical or mental abuse, invasion of privacy, mistreatment, maltreatment or any act of a sexual nature;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- death or bodily or mental injury which was not caused by your malpractice;
- any breach of your obligations as an employer;
- any kind of discrimination, harassment or unfair treatment;
- the loss, damage or destruction of any physical property, except for the loss of tangible documents;
- your manufacture, installation or maintenance of any product, or the failure of any product to fulfil its intended purpose. This does not apply to claims arising directly from the application or preparation of any products where such product is not defective, has not been manufactured by you and has been approved and certified for use;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- the specific communicable diseases listed in the policy wording, other than where the schedule shows a limit for coronavirus (Covid-19) cover;
- any communicable disease which leads to the imposition of a quarantine or restriction in movement of people or animals, or the issue of a travel warning or advisory by a national, international or other competent body, other than where the schedule shows a limit for coronavirus (Covid-19) cover;

- a cyber attack, hacker or social engineering communication; including any fear or threat of a cyber attack, hacker or social engineering communication, or any action taken in controlling, preventing or responding to a such an attack;
- any act of passing-off, unauthorised use of trademarks, false or misleading advertising or breach of patent;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- any unintentional breach of any advertising laws, regulations or codes of practice;
- the selling or promoting of any third-party product, treatment or service digitally or online;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims from a client where they arise from your performance of a business activity for that client and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read Part 1 of the policy for details of its terms in full.

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Part 2 – public and products liability

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, which occurs during the period of insurance and as a result of your business activities. 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;
- 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 activities, 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.
- 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 claims arising from:

- abuse or molestation, unless specifically shown as being covered in your policy schedule;
- loss or damage to property belonging to you or under your control at the time of the loss, other than:
  - employees' or visitors' personal effects while on your premises;
  - premises and their contents which you do not own but where you are temporarily carrying out your activities; and
  - items belonging to your clients while you are installing, maintaining, repairing or cleaning them;
- the ownership, possession or use of any watercraft, electric or motorised scooter or cycle, hovercraft, aircraft, drone, or mechanically propelled vehicle or its trailer;
- death or bodily or mental injury or disease of any employee or volunteer of yours;
- pollution which is not caused by a sudden, identifiable, unintended and unexpected incident, or any pollution which occurs in the United States of America or Canada;
- any cyber attack, hacker, social engineering communication 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 malpractice or the provision of or failure to provide any treatment, remedy, therapy or care of a person or animal, other than the provision of first aid to a person in connection with your activities;
- any technical drawing, blueprint, plan, design, specification, formulae, program, automated system, instruction, training, direction or advice provided by you;
- any designs, plans, specifications, formulae, diagnoses, prescriptions, directions or advice given by you;
- the recall, removal, repair, reconditioning or replacement of any product or any of its parts;
- the failure of any product, service, process or system provided by you to perform its intended function;
- your sale or supply of third party products unless they comply with all relevant health and safety regulations and standards in the European Union or the United Kingdom, and meet the other requirements set out in your policy wording under What is not covered, Third party products;
- incidents involving elite athletes or elite performers;
- terrorism, civil commotion, strikes, industrial action, war or nuclear risks, including any fear or threat of such incidents or any action taken in controlling, preventing, suppressing, responding or in any way relating to such incidents;
- participant to participant injuries arising from any contact sport;
- asbestos risks;

- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data;
- inflatable play equipment or bouncy castles;
- fireworks or bonfires, unless such activities are carried out by a sub-contractor.

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 Part 2 of the policy for details of its terms in full.

Personal accident insurance

Policy summary

Policy wording ref: 16341 WD-PROF-UK-PAI(4)

Key benefits: what risks are you protected against?

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

The active time is the time during which an insured person is covered for accidental injury. You have the option to select the active time which applies to your cover and can choose from:

(i) cover at any time;

(ii) cover while insured persons are working for you, including their commute to and from work;

(iii) cover while insured persons are working for you, excluding their commute to and from work.

For accidental injury, we will pay the company or entity stated in your policy schedule:

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

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

- the medical and physiotherapy treatment expenses incurred with our consent if an insured person suffers accidental injury;
- the psychological counselling expenses incurred with our consent if an insured person suffers permanent disablement;
- the commuting expenses incurred with our consent if an insured person suffers a physical injury which prevents them from commuting using their normal means of transportation;
- the funeral expenses incurred with our consent following death of an insured person due to accidental injury;
- the expenses incurred with our consent to retrain an insured person and make alterations to their workplace and home office or workstation within their main residence 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 to add cover for illness and compassionate leave which prevents an insured person carrying out their usual occupation. If you select this optional cover, we will pay the company or entity stated in your policy schedule the temporary benefit stated in your policy schedule for each 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

We will not pay for:

- any person who is not:
  - currently employed by you;
  - legally resident in the United Kingdom, Channel Islands or the Isle of Mann;
  - aged between 16 and 75 years old at the start date of the period of insurance;

  unless agreed in writing by us;
- any temporary disablement which lasts for less than the minimum absence period stated in your policy schedule;
- any temporary disablement which lasts for longer than the maximum absence period stated in your policy schedule;
- any compassionate leave which lasts for longer than two weeks.

We will not pay for any accidental injury sustained while taking part in:

- certain extreme sports and leisure activities as listed in your policy wording;
- any aerial activities, other than travel by commercial airlines as a passenger;
- armed forces activities.

We will not pay for any accidental injury or illness arising from:

- civil commotion which occurs outside of England, Scotland or Wales, terrorism, war, nuclear risks or any fear or threat of such an incident;
- avian flu, swine flu, Covid-19, SARS-CoV-2 or any related variation, strain, virus, complex or syndrome;
- any emotional or psychiatric disorder or condition;

- the insured person abusing drugs, solvents or alcohol.

We will not pay for any accidental injury or illness directly caused by:

- a cyber attack, hacker or any fear or threat of such an attack;
- a computer or digital technology error;
- any action taken in controlling, preventing or responding to a cyber attack or hacker (including to any fear or threat of such an incident) or to a computer or digital technology error.

However, we will cover any accidental injury or illness insured under this section which is indirectly caused by such an incident.

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

Crisis containment

Policy summary

Policy wording ref: WD-PIP-UK-CRI(2) 9809 02/13

Key benefits: what risks are you protected against?

Crisis containment insurance covers you for the costs of engaging the services of a public relations crisis specialist in relation to a covered claim under any section of your Hiscox policy.

We will pay up to the amounts shown in the policy schedule for:

- costs incurred with our prior written consent in utilising the services of the company named in the policy schedule to limit or mitigate the impact of adverse or negative publicity of or media attention to you;
- emergency costs incurred without our consent outside of working hours to limit or mitigate the impact of adverse or negative publicity of or media attention to you.

Significant or unusual exclusions and limitations

We will not pay for crisis containment costs:

- which do not relate to a claim which is covered under another section of this policy;
- which relate to a claim under any management liability – employment practices liability section;
- which relate to any employment claim under any management liability section;
- which relate to any incident, act, investigation, problem or business trend affecting your profession or industry in part or in whole, rather than just you.

We also don't pay for crisis containment costs unless:

- you notify us of the crisis immediately by telephone, using the number stated in the schedule;
- you co-operate fully with us and the crisis containment provider managing the crisis.

Please read the policy for details of terms in full.

Cancellation rights

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

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

In the event of a claim

If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions within the General terms and conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is particularly important that you notify us of the incident or event giving rise to the claim in accordance with the notification provisions set out in the relevant section of the policy. If someone brings or threatens to bring a claim against you, you must not make any admission of liability or make any offer of settlement or appoint solicitors or other legal representation without our prior written agreement.

If you do not comply with these obligations, we may be entitled to refuse to cover you entirely, or reduce the amount we pay, for that particular claim. As with any insurance, you have an obligation to take reasonable steps to mitigate any loss or liability.

In the event of a claim, you must bear the amount of the corresponding excess stated on the policy schedule, if applicable.

Claims service

It is when you make a claim that you really find out how good your insurer is and we are confident that you will not find a better service in the UK. Hiscox prides itself on its fair, efficient and sensible claims service. We offer you access to experienced and dedicated claims handlers as well as experts including legal teams, loss adjusters and disaster management companies. Hiscox aims to handle claims quickly and efficiently, while minimising any disruption to you.

You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact our experienced claims team on 0800 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/.

Under insurance

Where the amount insured in respect of any item or potential loss covered under any section of this policy is based upon estimates provided by you of the total value of such item or the total potential loss and we discover that the estimate provided is less than the actual value or full potential loss, we may reduce any payment we make by reference to the difference (in percentage terms) between the premium you were actually charged and the premium we would have charged if you had provided an accurate declaration.

Any questions 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

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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).