

SCHEDULE

Policy: HU PI6 1593745 (65)



INSURANCE DETAILS

Period of Insurance:	Continuous cover from 18 July 2021 until the policy is cancelled.
Underwritten by:	Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy
General terms and conditions wording :	6253 WD-PIP-UK-GTC(6b) The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below
Property definitions wording:	6472 WD-PIP-UK-PD(2) Property definitions apply to the Property sections of this policy in conjunction with the specific wording detailed in each section below
Payment Method :	Payment by Broker's Account
Endorsement Effective:	18 July 2021

INSURED DETAILS

Insured :	Fielder Environmental Geotechnics Ltd
Address :	Fielder Environmental & Geotechnics, Woo 2-8 Games Road BARNET Hertfordshire EN4 9HN
Additional Insureds :	There are no Additional Insureds on this policy.
Business :	Recruitment Consultants

PREMIUM DETAILS

Annual Premium :	£ 925.00	Annual Tax :	£ 111.00	Total :	£ 1,036.00
Total Premium :	£ 925.00	Total Tax :	£ 111.00	Total :	£ 1,036.00

CLAIMS DETAIL

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. 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/>

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. 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/>

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : 0800 711 7156, available 8.30am – 5.30pm for Household claims, 9.00am – 5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

PUBLIC AND PRODUCTS LIABILITY

Section wording : 6130 WD-PIP-UK-GL(4)

Insurer: Hiscox Insurance Company Limited for your insured companies registered in the UK, Channel Islands, Isle of Man, Gibraltar or outside the EEA. Hiscox SA for your insured companies registered in the EEA (not including the UK, Channel Islands, Isle of Man or Gibraltar)

Limit of indemnity: £ 5,000,000

Limit applies to : Each claim with defence costs paid in addition other than for pollution and for products to which a single aggregate policy limit including defence costs applies.

Excess: £ 250

Excess Applies to : each agreed claim for property damage only

Geographical Limits : United Kingdom and European Union

Applicable Courts : United Kingdom and European Union

Special limits (included within and not in addition to the overall limit/amount insured above)

Court attendance compensation - employees (per day)	£ 100
Court attendance compensation - directors (per day)	£ 250
Criminal defence costs	£ 100,000 in the aggregate
Pollution defence costs	£ 100,000 in the aggregate

What is not Covered

Claims first brought in the USA are NOT covered

Endorsements

6735.0 Removal of cover: cyber claims

EMPLOYERS LIABILITY

Section wording : 6129 WD-PIP-UK-EL(5)
Insurer: Hiscox Insurance Company Limited
Limit of indemnity: £ 10,000,000
Limit applies to : All claims and their defence costs which arise from the same accident or event
Geographical Limits : Worldwide
Applicable Courts : England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Court attendance compensation - directors (per day)	£ 250
Court attendance compensation - employees (per day)	£ 100
Criminal defence costs	£ 100,000 in the aggregate
Terrorism	£ 5,000,000

Endorsements

6734.0 Confirmation of cover: cyber claims

PROPERTY - CONTENTS

Section wording : 5996 WD-PIP-UK-PYC(6)
Insurer: Hiscox Insurance Company Limited
Premises: Fielder Environmental & Geotechnics, Woo
 2-8 Games Road
 BARNET
 Hertfordshire
 EN4 9HN

Item Description	Excess	Amount insured
General Contents	£ 250	£ 6,300
Computer & Ancillary Equipment	£ 250	£ 5,000

Amount insured: £ 11,300
Limit applies to : total amount insured
Excess: £ 250
Excess Applies to : each and every loss
Geographical Limits : The United Kingdom of Great Britain and Northern Ireland and the Republic of Ireland

Endorsements

240.5 Minimum security conditions

Special limits (included within and not in addition to the overall limit/amount insured above)

Contents temporarily elsewhere including whilst in transit £ 25,000 total amount insured or 10% of amount insured whichever is the less

Additional cover (in addition to the overall limit/amount insured above)

Rent is NOT covered

Money: in the office while open for business or in the office in a locked safe £ 5,000 total amount insured

Money: in transit £ 2,500 total amount insured

Money: at all other times £ 1,000 total amount insured

Money: non-negotiable instruments £ 1,000,000 total amount insured

Personal effects £ 5,000 total amount insured

Personal assault: death £ 10,000 per person

Personal assault: total loss, or permanent and total loss of use, of one or more limbs £ 10,000 per person

Personal assault: total and irrecoverable loss of sight in one or both eyes £ 10,000 per person

Personal assault: disablement which totally prevents the injured person from carrying out all parts of their usual occupation £ 100 per week up to a maximum of 104 weeks

Special limits (included within and not in addition to the overall limit/amount insured above)

Contents kept at your home £ 25,000 total amount insured or 10% of amount insured whichever is the less

Additional cover (in addition to the overall limit/amount insured above)

Computer breakdown £ 5,000 total amount insured
 Losses from dishonesty £ 25,000 total amount insured
 Reconstitution of data £ 5,000 total amount insured
 Removal of debris £ 25,000 total amount insured

Endorsements

- 1239.0** Removal of cover: communicable diseases and other risks
- 6729.0** Removal of cover: cyber claims and losses

PROPERTY - PORTABLE EQUIPMENT (EUROPEAN UNION)

Insurer: Hiscox Insurance Company Limited

Item Description	Excess	Amount insured
EU Laptops & Portable Equipment <=£25K	£ 250	£ 3,150

Amount insured: £ 3,150
Limit applies to : total amount insured
Excess: £ 250
Excess Applies to : each and every loss

Endorsements

- 65.1** Contents temporarily elsewhere

What is not Covered

Endorsements

- 1240.0** Removal of cover: communicable diseases and other risks
- 6733.0** Removal of cover: cyber claims and losses

PROPERTY - BUSINESS INTERRUPTION

Section wording : 6001 WD-PIP-UK-PYF(9)
Insurer: Hiscox Insurance Company Limited
Premises: Fielder Environmental & Geotechnics, Woo
 2-8 Games Road
 BARNET
 Hertfordshire
 EN4 9HN

Item Description	Excess	Amount insured
Outstanding debts		£ 300,000

Amount insured: £ 300,000
Indemnity period: 12 months

Special limits (included within and not in addition to the overall limit/amount insured above)

Denial of access	£ 100,000	or the total amount insured for Business interruption, whichever is less
Suppliers	£ 100,000	or the total amount insured for Business interruption, whichever is less
Public utilities	£ 100,000	or the total amount insured for Business interruption, whichever is less
Public authority	£ 100,000	or the total amount insured for Business interruption, whichever is less
Alternative hire costs	£ 5,000	
Equipment breakdown	£ 5,000	
Hazardous substances	£ 5,000	total amount insured across all Property sections combined

Endorsements

- 1242.0** Removal of cover: communicable diseases and other risks
- 6731.0** Removal of cover: cyber claims and losses

BUSINESSHR

Section wording : BusinessHR Wording

Description: BusinessHR provides an interactive website that gives you access to a variety of legally compliant HR documents for your business needs, along with extensive advice on handling all aspects of employment from recruitment to retirement. At an additional cost you can contact BusinessHR's experienced HR advisors for advice on specific situations.



Policy: HU PI6 1593745 (65)

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Public and products liability: endorsements

Clause 6735.0**Removal of cover: cyber claims**

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Employers' liability: endorsements

Clause 6734.0

Confirmation of cover: cyber claims

The following is added to **What is covered**:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

Policy: HU PI6 1593745 (65)

Property - Contents: endorsements

Clause	240.5	Minimum security conditions
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We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key operated multi-point locking system having at least three locking bolts.
2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.

Clause 1239.0**Removal of cover: communicable diseases and other risks****We** do not make any payment for:

1.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination; or
2. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. **terrorism**;
 - b. civil commotion in Northern Ireland;
 - c. **war**;
 - d. **confiscation**;
 - e. **nuclear risks**;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of a or b above, it will be for **you** to show that the clause does not apply.

If this **endorsement** conflicts with any existing exclusion under this section of the **policy**, the corresponding exclusion in this **endorsement** will apply.

Clause 6729.0 Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a **virus** or **hacker**.' is deleted.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Property - Portable equipment: endorsements

Clause	65.1	Contents temporarily elsewhere We will not make any payment when such property is temporarily outside the UK unless it is in your care, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.
Clause	1240.0	Removal of cover: communicable diseases and other risks We do not make any payment for any damage , loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following: <ol style="list-style-type: none">1. terrorism;2. civil commotion in Northern Ireland;3. war;4. confiscation;5. nuclear risks;6. communicable disease or the fear or threat of communicable disease; or7. any action taken in controlling, preventing, suppressing or in any way responding to 1. to 6. above. If there is any dispute between you and us over the application of 1 or 2 above, it will be for you to show that the clause does not apply. If this endorsement conflicts with any existing exclusion under this section of the policy , the corresponding exclusion in this endorsement will apply.

Clause 6733.0**Removal of cover: cyber claims and losses****What is not covered** 1. c. 'a **virus** or **hacker**.' is deleted.**What is not covered** 1. h. 'any computer **virus**.' is deleted.**What is not covered** 1. j. 'a **virus** or **hacker**.' is deleted.

These above amendments only apply where the applicable exclusion is incorporated into the Property – Portable equipment, Property – Contents; or Property – Technical equipment section of **your policy**.

The following is added to **What is not covered**:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

Property - Business interruption: endorsements**Clause 1242.0****Removal of cover: communicable diseases and other risks**

Special definitions for this section, Notifiable human disease is amended to read as follows:

Notifiable human disease

Any of the following human infectious or human contagious diseases, an outbreak of which must be notified to the local authority:

- a. acute encephalitis;
- b. anthrax;
- c. cholera;
- d. dysentery;
- e. legionellosis;
- f. legionnaires disease;
- g. leptospirosis;
- h. paratyphoid fever;
- i. rabies; or
- j. tetanus.

We will not make any payment for any interruption or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**. However, this exclusion does not apply to the cover under **What is covered**, Public authority 5b, in respect of any diseases listed within the definition of **notifiable human disease** only.

Clause 6731.0 Removal of cover: cyber claims and losses

Where applicable:

1. **Special definitions for this section, Cyber attack** is deleted.
2. **What is covered**, Cyber attack and **What is covered, Additional cover**, Hacker damage, are deleted.

The following is added to **What is not covered**:

We do will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. **cyber attack**;
- b. **hacker**;
- c. **computer or digital technology error**;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to **What is covered**, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause is incorporated into the Property – Business interruption section of **your policy**.

Endorsements which apply to whole policy

Clause	25.2	Continuous policy endorsement
		<p>1. We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</p> <p>2. Cancellation clause 5 in the General Terms and Conditions of this policy is replaced by the following:</p> <p>You or we can cancel the policy by giving 30 days' written notice. We will give you a pro rata refund of the premium for the remaining portion of the period for which you have already paid. However, we will not refund any premium under £10.</p> <p>We may also cancel the policy if any premium remains unpaid 21 days after the due date. In such cases we will cancel the policy by giving seven days' notice. Where we cancel the policy for non-payment of premium, cover will cease on the date the premium was due.</p> <p>3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.</p>

Policy: HU PI6 1593745 (65)

Clause 603.1**Commercial assistance and legal advice helpline**

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause 1236.0**Special definition: Communicable disease**

The following is added to **Special definitions for all property sections**:

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

Clause 6727.0**Additional definitions: cyber**

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

1. gain access to;
2. extract information from;
3. disrupt access to or the operation of; or
4. cause damage to,

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Clause 275.0

Amended tax exclusion

Item A4 of **WHAT IS NOT COVERED** is amended to read

- A. We will not make any payment for any claim or loss directly or indirectly due to:
4. your liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Clause

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.



Policy: HU PI6 1593745 (65)

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox SA
Registered address	Local branch office: Hiscox SA (UK) 1 Great St Helens London EC3A 6HX United Kingdom
Company registration	Local branch: Registered in England number BR01988
Status	Hiscox SA: Authorised and regulated by the Commissariat aux Assurances Local branch: Authorised and regulated by Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime,

Name	Hiscox Insurance Company Limited
Registered address	1 Great St. Helens London EC3A 6HX United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this insurance document, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please return it immediately.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Underwriting Limited:



Steve Langan
Managing Director, Hiscox UK

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by **us**.

If **you** have a complaint, please contact **your** insurance adviser in the first instance if **you** have one.

If **your** complaint cannot be resolved satisfactorily by **your** insurance adviser, please contact **our** Customer Relations Manager:

Customer Relations Manager
Hiscox
Hiscox House
Sheepen Place
Colchester
CO3 3XL

Telephone: 0845 213 8777
Email: customer.relations@hiscox.com

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800

General definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy . Any other definitions are shown in the section to which they apply.
Asbestos risks	<ol style="list-style-type: none">The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orexposure to asbestos, asbestos fibres or materials containing asbestos; orthe provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ol style="list-style-type: none">Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none">is committed for political, religious, ideological or similar purposes; andis intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none">involves violence against one or more persons; orinvolves damage to property; orendangers life other than that of the person committing the action; orcreates a risk to health or safety of the public or a section of the public; oris designed to interfere with or to disrupt an electronic system.
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	The insurers named in the schedule.
You / your	The insured named in the schedule.

Conditions precedent

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- | | |
|-------------------------|---|
| Basis of insurance | <p>1. Because of its importance, all information which you or anyone on your behalf provided before we agreed to insure you is incorporated into and forms the basis of this policy.</p> <p>All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we are entitled to treat this insurance as if it had never existed.</p> |
| Change of circumstances | <p>2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.) We may then change the terms and conditions of this policy.</p> |
| Due diligence | <p>3. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair.</p> |
| Premium payment | <p>4. We will not make any payment under this policy unless you have paid the premium.</p> |
| Cancellation | <p>5. You or we can cancel the policy by giving 30 days' written notice. We will give you a refund of the premium for the remaining period.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>6. The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | <p>7. Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p> |
| Rights of third parties | <p>8. You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p> |
| Other insurance | <p>9. This policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist.</p> |
| Governing law | <p>10. Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p> |
| Arbitration | <p>11. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p> |

General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
 - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
 - d. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death, or any bodily or mental injury or disease of any person.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.
Personal injury	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

What is covered

Claims against you	<p>If, as a result of your business, any party brings a claim against you for:</p> <ol style="list-style-type: none">bodily injury or property damage occurring during the period of insurance;personal injury or denial of access committed during the period of insurance, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of yours when they are acting on your behalf in whatever capacity.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
Overseas personal liability	<p>We will indemnify you and if you so request, any of your directors, partners or any employee or spouse of such person against legal liability as a result of bodily injury, property damage or personal injury incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man other than</p> <ol style="list-style-type: none">where indemnity arises out of the ownership or occupation of land or buildings;where indemnity is provided by any other insurance
Claims against principals	<p>If, as a result of your business, any party brings a claim, which falls within the scope of What is covered, Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you, provided that the party to be indemnified:</p> <ol style="list-style-type: none">has not, in our reasonable opinion, caused or contributed to the claim against them;accepts that we can control the claim's defence and settlement in accordance with the terms of this section;

Public and products liability

Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

Court attendance compensation

If any person within the definition of **you**, or any other relevant party chosen by **you** (except expert witnesses) has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day that their attendance is required by **our** solicitor.

What is not covered

Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

 - a. any **tool of trade**;
 - b. the loading or unloading of any vehicle off the highway.

Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

Pollution

4.
 - a.
 - i. any **pollution** of buildings or other structures or of water or land or the atmosphere, or
 - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**, unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
 - b. any **pollution** occurring in the United States of America or Canada.

Computer virus

5. transmission of a computer **virus**.

Professional advice

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

Your products

7. the costs of repairing, reconditioning or replacing any **product** or any of its parts.
8.
 - a. any of **your products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;
 - b. any of **your products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **your products**.

Deliberate or reckless acts

9. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.

Public and products liability

Policy wording

Contracts	10. your liability under any contract which is greater than the liability you would have at law without the contract.
Date recognition	11. date recognition .
War, terrorism and nuclear	12. war, terrorism or nuclear risks .
Asbestos	13. asbestos risks .
	B. We will not make any payment for:
Restricted recovery rights	1. that part of any claim where your right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.
Claims outside the applicable courts	3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.
Claims outside the geographical limits	4. Any claim brought against you resulting from work you undertake in any country outside the geographical limits .

How much we will pay

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

Special limits

Products	a. For claims arising from your products , the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for defence costs for those claims until the limit of indemnity has been exhausted. You must pay the relevant excess shown in the schedule.
Pollution	b. For claims arising from pollution , the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs , including any claims forming part of a series of other claims regarded as one claim under this section. You must pay the relevant excess shown in the schedule.
Claims brought in USA/Canada	c. For claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their defence costs . You must pay the relevant excess shown in the schedule.
Criminal proceedings costs	d. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	e. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule.
Paying out the limit of indemnity	At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs .

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless you notify us as soon as practicable of:
 - a. **your** discovery that **products** are defective;
 - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Bodily injury	Death or any bodily or mental injury or disease.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Employee	Any person working for you in connection with your business who is: a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you ; c. self-employed and working on a labour only basis under your control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
Terrorism	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

What is covered

Claims against you	If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside, the geographical limits , we will indemnify you against the sums you have to pay as compensation. The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section.
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you .
Claims against principals	If, as a result of your business , any party brings a claim, which falls within the scope of What is covered , Claims against you, against your principal and you are liable for that claim, we will treat such claim as if made against you and make the same payment to the principal that we would have made to you , provided that the party to be indemnified: a. has not, in our reasonable opinion, caused or contributed to the claim against them; b. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before we are notified of it; d. gives us the information and co-operation we reasonably require for dealing with the claim.
Court attendance compensation	If any person within the definition of you , or any other relevant party chosen by you (except expert witnesses) has to attend court as a witness in connection with a claim against you covered under this section, we will pay you compensation for each day that their attendance is required by our solicitor.

What is not covered	A. We will not make any payment for:
Deliberate or reckless acts	1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> any act, breach or omission you deliberately or recklessly commit, condone or ignore.
Offshore	<ol style="list-style-type: none"> any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
Road traffic legislation	<ol style="list-style-type: none"> any bodily injury to any employee while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source.
Claims outside the applicable courts	<ol style="list-style-type: none"> Any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay **We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits

Terrorism	a. The most we will pay for claims and their defence costs arising from terrorism is the amount shown in the schedule. If we decide that this limit applies to a claim, it is your responsibility to prove that the claim does not arise from terrorism .
Criminal proceedings costs	b. We will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against you during the period of insurance .
Court attendance compensation	c. For court attendances, we will pay the amount shown in the schedule for each day or part of a day. The most we will pay for the total of all court attendances is the amount shown in the schedule.

Your obligations

If a problem arises	We will not make any payment under this section:
	<ol style="list-style-type: none"> unless you notify us promptly of any claim or threatened claim against you. unless you notify us as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body. if, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

Special definitions for all property sections

Amount insured	The most we will pay as shown in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Damage	Accidental physical loss or physical damage.
Identity fraud	Someone, or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.
Office	The office space you occupy at the premises shown in the schedule located in a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material. The office includes any outbuildings you occupy on the same premises.
Venue	The space you occupy at the premises shown in the schedule located in a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material unless otherwise notified to us and agreed by us . This includes any outbuildings you occupy on the same premises.
Business premises	The space you occupy at the premises shown in the schedule located in a building built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material. This includes any outbuildings you occupy on the same premises.

The general terms and conditions, the property definitions and the following terms and conditions all apply to this section.

**Special definitions
for this section****Contents**

The contents of **your office** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. computer and ancillary equipment (including VDU's, keyboards, printers and software), television and video equipment, photographic, photocopying, surveying and telecommunications equipment;
- b. documents, briefs, manuscripts, plans, business books, computer systems records and programs;
- c. goods held in trust, stock and samples;
- d. wines, spirits and tobacco kept for entertainment purposes;
- e. works of art or precious metals;
- f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- g. heating oil for the **office** contained in fixed tanks in the open at the premises;
- h. tenant's improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes;
- i. pipes, ducting, cables, wires and associated control equipment at the premises and extending to the public mains.

Money and personal effects are not included within this definition.

Money

Cash, bank and currency notes, cheques, travelers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travelers tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to **you**.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to:

- a. **contents** contained in the **office**;
- b. **contents** used and kept at the home of any partner, director or employee of **yours** for the purposes of the **business**;
- c. **contents** temporarily elsewhere, including while in transit, within the **geographical limits**

Additional cover

We will also pay for:

Glass breakage

1. The necessary and reasonable costs **you** incur following breakage or scratching of glass, which belongs to **you** or for which **you** are responsible, for:
 - a. temporary boarding up;
 - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass;
 - c. replacement lettering or other ornamental work and alarm foil on glass.

Additions to contents

2. **Damage** to any additional **contents**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

Money

3. **Damage** to **money** held in connection with the **business**:
 - a. in the **office** while open for business or in a locked safe;
 - b. in transit within the **geographical limits** or at the home of any partner, director or employee of **yours**.

Personal effects	4. Damage to the personal belongings of your employees or visitors to the office provided they are not insured elsewhere.
Reconstitution of data	5. The reasonable cost of reconstituting the data you need to continue your business , if your business records and electronic data have been lost or distorted as a direct result of damage covered under this section.
Lock replacement	6. The costs you incur to replace locks and keys necessary to maintain the security of the premises or safes following theft of keys involving force and violence.
Rent	7. The amount of any rent for the office that you must pay for any period during which the office or any part of it is unusable as a result of damage insured by this section.
Building damage by theft	8. The cost of repairing damage to the office buildings caused by theft or attempted theft and for which you are legally liable.
Personal assault	9. Compensation as shown in the schedule if any partner, director or employee of yours is physically injured in the course of your business in a robbery or attempted robbery either at the office or within the geographical limits and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the period of insurance .

What is not covered

- A. **We** will not make any payment for:
1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by storm or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an unattended vehicle unless the item is out of sight in a locked boot;
 - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **office** is occupied and in use;
 - g. **date recognition**.
 - h. any computer **virus**.
 2. **damage** to property being cleaned, worked on or maintained.
 3. loss or distortion of information resulting from computer error or malfunction.
 4. the value to **you** of any lost or distorted information.
 5. **damage** to any electrical or mechanical plant or equipment (other than **office** computers and ancillary equipment) directly resulting from its own breakdown, explosion or collapse.
 6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
 7. unexplained loss or disappearance or inventory shortage.
 8. loss due to clerical or accounting errors.
 9. loss by fraud or dishonesty of any partner, director or employee of **yours**, unless the loss is notified to **us** within 10 working days of its discovery by **you**.
 10. consequential or financial losses of any kind.
 11. pollution or contamination except **damage** to insured property which is not otherwise excluded and which is caused by:
 - a. pollution or contamination which itself results from insured **damage** covered under this section, or

Property - Contents

Policy wording

- b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
- 12. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

- 13. **war, confiscation and nuclear risks.**
- 14. the amount of the **excess.**

How much we will pay

Repair and replacement	We will pay up to the amount insured shown in the schedule unless limited below.
Debris removal	At our option we will repair, replace or pay for any lost or damaged items on the following basis: <ul style="list-style-type: none"> 1. for contents, the cost of repair or replacement as new; 2. for personal effects, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
Under insurance	If, at the time of damage , the amount insured is less than 85% of the total value of the contents , the amount we pay will be reduced in the same proportion as the under insurance.
Fraud and dishonesty	We will not pay more than the amount shown in the schedule for all losses discovered during the period of insurance arising from the fraud or dishonesty of any partner, director or employee of yours .
Index linking	The amount insured for contents will be adjusted monthly in line with any increase in nationally published indices. We will not reduce the amount insured without your consent.
Personal assault	We will not pay compensation under more than one heading in the schedule for the same injury.

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage which might be covered. If you think a crime has been committed, you must also report it to the police. In the case of the loss or theft of any computer and ancillary equipment while it is temporarily removed from the office , we will not make any payment unless you report the loss to the police within 48 hours after you become aware of it. You should arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Computer breakdown	We will not make any payment for breakdown of computers or ancillary equipment unless they are subject to a manufacturer's guarantee or a maintenance contract providing free parts and labour in the event of breakdown.
Backing up electronic data	We will not make any payment for reconstitution of electronic data unless you take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the office .



Property - Contents

Policy wording

Security

We will not make any payment under this section unless **you** ensure that all fire alarms, security systems and physical protections notified to **us** are in full operation whenever the **office** is left unattended. **You** must also advise **us** as soon as reasonably possible if for any reason a system is not working properly. **We** may then vary the terms and conditions of this **policy**. All systems must be regularly serviced under contract by a reputable company at least annually.

Unoccupancy

You must tell **us** immediately if the **office** 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 **buildings** are unoccupied.

Property - Business interruption (Office)

Policy wording

Please read the schedule to see if **your** loss of **income**, loss of **gross profit**, **increased costs of working** or **additional increased costs of working** are covered.

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

Special definitions for this section

Additional increased costs of working	The additional costs and expenses, not including the costs of reconstitution of data , reasonably incurred by you with our prior consent in order to continue your business or minimise your loss of income or loss of gross profit during the indemnity period and not limited to the reduction in income or gross profit saved.
Alternative hire costs	The reasonable hire costs incurred by you during the period of insurance for the necessary hire of a substitute item of similar type and capacity either whilst property is being repaired or until permanently replaced, following insured damage or insured failure .
Annualised amount insured	The amount insured divided by the indemnity period multiplied by 12.
Gross profit	The difference between the sum of your income , closing stock and work in progress and the sum of your opening stock, work in progress and uninsured working expenses .
Income	The total income of the business carried out from your office .
Increased costs of working	The costs and expenses necessarily and reasonably incurred by you for the sole purpose of minimising the reduction in income to your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date of the insured damage or insured failure , or the date the restriction is imposed, and lasting for the period during which your income is affected as a result of such insured damage , insured failure or restriction, but for no longer than the number of months shown in the schedule.
Insured damage	Damage , other than failure , to property provided that: <ol style="list-style-type: none">the damage is not otherwise excluded by the Buildings or Contents or other Property section of this policy; andpayment has been made or liability admitted by the insurer under any insurance covering such damage.
Insured failure	Failure of equipment , computers , oil or water storage tanks and other insured items provided that: <ol style="list-style-type: none">the failure is not otherwise excluded by the Equipment breakdown section of this policy; andpayment has been made or liability admitted by us under the Equipment breakdown section of this policy.
Notifiable human disease	Any human infectious or human contagious disease, an outbreak of which must be notified to the local authority.
Rate of gross profit	The percentage produced by dividing gross profit by your income during the financial year immediately before the date of any insured damage , insured failure or restriction.
Rent	Rent: <ol style="list-style-type: none">for the office that you must legally pay whilst the office or any part of it is unusable as a result of insured damage, insured failure or restriction;that you cannot legally recover from your tenants whilst the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.

What is covered

We will insure **you** for **your** financial losses and any other items specified in the schedule, resulting solely and directly from an interruption to **your business** caused by:

Financial losses from insured damage	1. insured damage to property: <ol style="list-style-type: none"> a. insured under any Property section of this policy, other than Equipment breakdown; or b. insured elsewhere, but not under this policy, provided the damage occurred whilst the property was contained in the office;
Denial of access	2. insured damage to property in the vicinity of the office which prevents or hinders your access to the office ;
Suppliers	3. insured damage , other than damage caused by flood or earth movement , arising at the premises of one of your suppliers operating and based in the European Union, other than water, gas, electricity or telecommunications services;
Public utilities	4. failure in the supply of water, gas, electricity or telecommunications services supplied by a supplier operating and based in the European Union to the office for more than 24 consecutive hours caused by insured damage , other than damage caused by flood or earth movement , to any land based premises of the supply authority or the terminal feed to your office or business premises or to underground pipes or underground cables conveying such services from the supply authority to your premises;
Public authority	5. your inability to use the office due to restrictions imposed by a public authority during the period of insurance following: <ol style="list-style-type: none"> a. a murder or suicide; b. an occurrence of a notifiable human disease; c. injury or illness of any person traceable to food or drink consumed on the premises; d. defects in the drains or other sanitary arrangements; e. vermin or pests at the premises.
Equipment breakdown	6. insured failure .

What is not covered

1. **We** will not make any payment for any interruption to **your business** directly or indirectly caused by, resulting from or in connection with **terrorism**.
2. **We** will not make any payment under this section if **your business** is discontinued permanently or if a liquidator or receiver is appointed.

How much we will pay

We will pay up to the **amount insured** unless limited below or shown in the schedule. **We** will pay for no longer than the period shown in the schedule against each item insured.

If **you** are accountable to the tax authorities for Value Added Tax, the amount **we** pay will be exclusive of such tax.

The amount **we** pay for each item will be calculated as follows:

Loss of income	the difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period . We will also pay for increased costs of working and alternative hire costs ;
Loss of gross profit	the sum produced by applying the rate of gross profit to any reduction in income during the indemnity period plus increased costs of working and alternative hire costs , less any business expenses or charges which cease or are reduced;
Outstanding debts	any of your outstanding debts which you are unable to recover following loss of your accounting records as a direct result of insured damage or insured failure .

Property - Business interruption (Office)

Policy wording

Accountant's charges	The amount we will pay for loss of income , or loss of gross profit if applicable, includes the reasonable charges you pay to your professional accountant for producing information we require in support of a request for settlement under this section.
Under insurance	If the annualised amount insured is less than 85% of your actual income , or your actual gross profit if applicable, during the 12 months immediately preceding the date of the insured damage, insured failure or restriction, the amount we pay will be reduced in the same proportion as the under insurance.
Business trends	The amount we pay for loss of income or loss of gross profit will be amended to reflect any special circumstances or business trends affecting your business , either before or after the loss, in order that the amount paid reflects as near as possible the result that would have been achieved if the insured damage, insured failure or restriction had not occurred.

Your obligations

If any damage occurs	We will not make any payment under this section unless you notify us promptly of any damage or event which might prevent or hinder you from carrying on your business .
Property insurance	Where the damage involves property you own or are legally responsible for, we will not make any payment unless you have property insurance in force covering the damage and payment has been made, or liability admitted, under that insurance for the damage .
Accounts records	We will not make any payment for outstanding debts unless you keep a record of all amounts owed to you and keep a copy of the record away from the office .



A valuable HR and Health and Safety resource for people in business

Hiscox continues to work closely with BusinessHR, an HR and Health and Safety services supplier, to provide you with a valuable resource to help you minimise the legal risks of employing staff. Whatever the size of your organisation, BusinessHR's services can help you stay on top of Human Resources and Health & Safety legislation.

Over 75,000 clients use its reference tools and trust its quality service to inform them of the latest in HR and Health & Safety.

The benefits of BusinessHR

BusinessHR will:

Help legally protect you and your business - Employees can bring over 70 different types of claim at an Employment Tribunal and the cost can be thousands of pounds – for example, average awards in discrimination cases are over £12k* plus legal costs.

Having inadequate employment documents or a lack of policies can put a business at serious risk, and losses are not necessarily just financial. New legislation will increase the impact of serious breaches of Health and Safety on directors and managers.

Save you money - BusinessHR provides a quality service at a fraction of the cost of using traditional sources of advice like solicitors. It is available to you, as a business Hiscox customer, at a significant discount and additional services are also available at a competitive rate.

Save you time – BusinessHR's online guidance is available at a time that suits you, as the website is accessible 24 hours a day.

A risk management service at your fingertips

Included as standard through an easy to navigate website :

- Access to all the employee contracts, policies and letters you need to manage your staff
- A wide range of downloadable HR and Health and Safety guides
- A FREE online risk assessment for both HR and Health and Safety
- Monthly update newsletter emails

Available at an additional charge:

- Advice helpline – clients registering for the first time get the first 30 minutes of their first HR call to BusinessHR's advice line FREE
- A complete range of Health & Safety services
- HR Consultancy service at a competitive rate

Accessing BusinessHR's website would normally cost you £360 a year. Hiscox business customers have it at a special discount rate of £60.

Once you have chosen to add BusinessHR to your policy, simply log onto **hiscox.businessshr.net** and type the last seven digits of your policy number and postcode to gain access. If you have difficulty logging on, telephone 0845 213 8191.

Further information about BusinessHR can be found at **hiscox.businessshr.net**

If you have any further queries please contact your broker.

If you are not responsible for HR and H&S matters, please pass this on to the person who is. Thank you.

* Employment Tribunal Annual Report 2007