

Hiscox Insurance  
Your policy summary





## **Hiscox Insurance**

### **Policy summary**

#### **Your Hiscox Insurance policy summaries**

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This document contains the summaries for the General terms and conditions and any policy covers you have selected to protect your business. These summaries outline the key information about your policy covers to help you understand what you have bought, what you are covered for and what your obligations are.

However, you should carefully read all your policy documentation and ensure that you understand its terms and conditions in full.

If you have any queries, you should contact Hiscox or your insurance advisor.

#### **Claims service**

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

You must notify us of anything likely to lead to a claim under this policy and comply with the obligations in respect of claims set out in the General terms and conditions and the particular section of your policy under which you are making the claim.

If you need to notify us of anything, please contact our experienced claims team using the contact points shown in your policy schedule or on 0800 711 7156 8:30am – 5:30pm Monday to Friday or email [claims@hiscox.co.uk](mailto:claims@hiscox.co.uk)

#### **Policy length**

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The period of insurance is shown on your policy schedule. Your policy schedule will also show if the policy is on a continuing cover basis. If it is on a continuing cover basis, we will renew your policy each year for another 12 months and continue to take payment (including any premium adjustment shown in your renewal invitation) using your existing arrangement, unless you tell us otherwise or if your risk changes. If your policy schedule does not show that the policy is on a continuing cover basis, cover will cease at the end of the period of insurance, unless you renew your policy with us.

We will provide you 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 at renewal. If any of the information in your statement of fact is not true, complete and accurate, you must let us know or your insurance advisor know. If you do not do so, it may affect the validity of the policy or the amount we will pay for any claim.

#### **Retroactive dates, geographical and jurisdiction limits**

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

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

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

#### **Cancellation rights**

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The General terms and conditions explain that 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. However, you should note that there is an exception to our 30-day notice



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period, which is triggered when we don't receive your Direct Debit payments within the agreed 14-day period. At this point, we will contact you as soon as possible and stop the policy immediately.

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

## Medical malpractice insurance

Policy summary

Policy wording ref: WD-SPEC-UK-MM(5) 16173 01/25

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

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Medical malpractice insurance covers you for compensation you have to pay to your patients for bodily or mental injury or death as a result of a negligent act, error or omission by you, including in the course of a Samaritan act. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the schedule. 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;
- dishonesty of your directors, partners, employees, sub-contractors and outsourcers;
- defamation;
- breach of confidence or misuse of any confidential information;
- any other civil liability: this means that if a civil claim is brought against you because of your business activities and we haven't specifically excluded it, it's covered.

We will also pay your 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.

We will also pay for your direct losses suffered as a result of any tangible documents needed for your business being lost, damaged or destroyed.

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

### Significant or unusual exclusions and limitations:

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You must at all times:

- keep records of all professional services and procedures for at least six years from the date of treatment;
- ensure that all nurses performing a business activity maintain registration with the Nursing and Midwifery Council;
- ensure that all Registered Medical Practitioners performing a business activity maintain registration with the General Medical Council or Irish Medical Council;
- take reasonable steps to ensure that any third-party manufactured products which you supply, sell or apply were entirely made within the European Union (including the United Kingdom and Gibraltar) or sourced from a supplier within the European Union (including the United Kingdom and Gibraltar);
- ensure that your business activities are performed by a person who is appropriately qualified and has received up-to-date training.

We will not pay for claims or losses arising from:

- any guarantees, promises or warranties you make regarding any treatment, services or products;
- the use or prescription of any opioid or opioid product unless such use or prescription is in accordance with all applicable legislation, regulation and guidance and, in the case of prescriptions, is based on a recent in-person consultation;
- any business activity performed on someone aged 16 without the consent of their parent or guardian where you are required to obtain such consent;
- 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 criminal, regulatory, disciplinary or other professional misconduct proceedings, claims or investigations brought against you by any governmental, administrative or regulatory body;
- 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 medicinal or pharmaceutical products where such product is not defective 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 negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims 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;
- the failure to comply with any law of the United States of America or Canada relating to biometric data or genetic information.

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

## **Public and products liability insurance (Office, workspace and professions)**

### **Policy summary**

Policy wording ref: 16166 WD-PROF-UK-PPL(3)

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

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Public and products liability insurance covers you when you have to pay compensation to any third-party for accidental injury to them, or damage to their property, which occurs during the period of insurance as a result of your activities. This cover includes your liability for any claimant's legal costs and expenses. 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 or your policy wording will state whether 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.

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

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

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

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We will not pay claims arising from:

- abuse or molestation, unless this cover is specifically shown as being covered in your policy schedule;
- 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;
- defamation, including libel or slander, or any infringement of intellectual property rights;
- 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 technical drawing, blueprint, plan, design, specification, formulae, program, automated system, instruction, training, direction or advice provided by you;
- 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;
- the recall, removal, repair, reconditioning or replacement of any goods you have supplied;
- the failure of any of your products to perform its intended function or serve its intended purpose, unless this cover is specifically shown as being covered by endorsement in your policy schedule;
- the actions of any person supplied by you to a client under contract, unless this cover is specifically shown as being covered by endorsement in your policy schedule;
- 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 or responding to such incidents.

We will only pay representation costs where they relate to a covered claim, will reduce the amount of any claim and are incurred with our prior agreement.



We may reduce any payment we make equal to the detriment we have suffered if you do not take reasonable steps to remedy any defect in goods you have supplied, at your expense.

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

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PS-PROF-UK-PPL(4)  
16920 03/24



## **Crisis containment**

Policy summary

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

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

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

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**

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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.



## General terms and conditions

Policy summary

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

### Key terms and conditions

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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.





## **Hiscox Insurance**

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### **Any questions? Any complaints?**

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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, but if you're still not satisfied, we'll tell you how to take your case to the Financial Ombudsman Service.

Telephone: 0800 1164 627

Address: Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

Email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

If you remain dissatisfied with the way your complaint has been dealt with you may ask the Financial Ombudsman Service to review your case. This does not affect your legal rights.

The address is:  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567

+44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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).