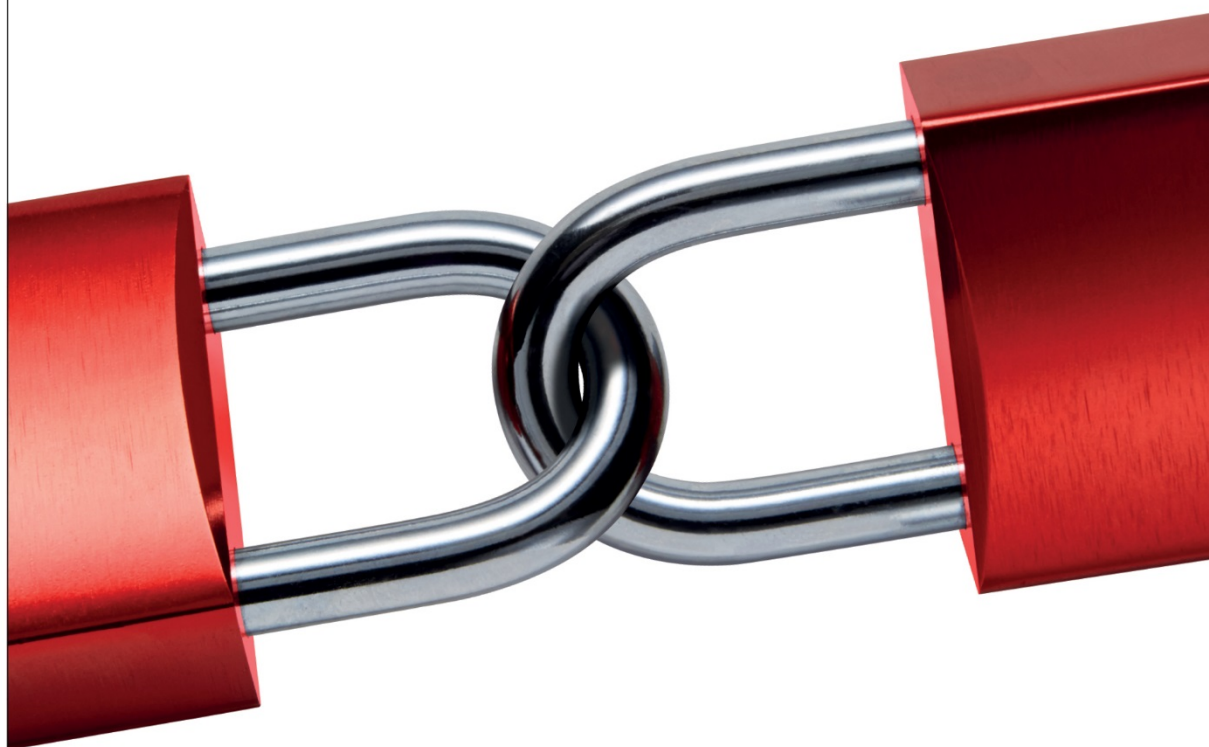




Hiscox Insurance
Your policy summary





Hiscox Insurance

Policy summary

Your Hiscox Insurance policy summaries

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

Your obligations

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

You need to consider:

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

Policy length

The period of insurance is shown on your policy schedule. 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. If any of the information in your statement of fact is not true, complete and accurate, you must let us know. If you do not let us know, it may affect the validity of the policy or our ability to pay a claim.

Retroactive dates, geographical and jurisdiction limits

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

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

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



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Cancellation rights

You can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation. If we need to cancel the policy, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. Please note – we may deduct an administration fee from any refunded payment. There is an exception to our 30-day notice period, which is triggered when we 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.

Management liability – directors and officers’ liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AOC-DO(5) 16010 11/20

Key benefits: what risks are you protected against?

Directors and officers’ liability insurance covers your directors, officers, employees and other insured persons for investigations and claims made against them as individuals during the period of insurance as a result of the performance of their duties for you. We will pay up to the limit of indemnity shown in the policy schedule, including the legal costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

We will also pay:

- for investigations under the provisions of the Corporate Manslaughter and Homicide Act 2017 or the Health and Safety at Work etc. Act 1974;
- the costs to reduce the likelihood or consequence of an investigation;
- the costs incurred to make a compulsory notification to an official body;
- for claims arising from the management of or response to a cyber attack or other cyber event;
- for claims against an insured person, including any claim by data subjects relating to personal data, based on a loss or misuse of data as a direct result of a cyber attack, a hacker or that insured person’s own unintentional error. However, we will not cover defence costs for such claims;
- for costs over and above the limit of indemnity where that limit has been used up by another insured person.

In certain circumstances, you or an insured person may apply to purchase an extended notification period of up to three years for an additional premium. Where we agree to provide an extended notification period, this would cover insured persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations

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

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act by an insured person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising from any requirement to clean up any pollution;
- arising from any public offering of your securities, other than a failed public offering of your securities;
- following any acquisition, merger or take-over of you;
- arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder or creditor directly due to the insured person’s management of or response to the incident;
- brought by any injured party for bodily injury or property damage, other than in relation to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.

Please read the policy for details of terms in full.



Crisis containment

Policy summary

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

Key benefits: what risks are you protected against?

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

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

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

Significant or unusual exclusions and limitations

We will not pay for crisis containment costs:

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

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

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

Please read the policy for details of terms in full.



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In the event of a claim

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

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

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

Claims service

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

You must notify us of anything likely to lead to a claim under this policy. If you need to notify us of anything, please contact our experienced claims team on 0800 711 7156, 9.00am – 5:30pm Monday to Friday or email claims@hiscox.co.uk.

Under insurance

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

Any questions? Any complaints?

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker.

If ever you're unhappy about anything we do, or fail to do, please contact our customer services team. They'll do all they can to put things right, 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

If we can't meet our obligations to you, you may be entitled to compensation. In that case, rest assured we're fully covered by the Financial Services Compensation Scheme (FSCS).

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



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The address is:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567

+44 20 7964 0500 from outside the United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in the schedule.