

PROFESSIONAL INSURANCE PORTFOLIO POLICY WORDING

A seamless integrated insurance solution for professionals.

We can provide one or all of the following covers:

- Professional Indemnity
- Employment Practices Liability
- Directors and Officers Liability
- Internet and Email
- Property and Loss of Income Insurance
- Personal Accident and Illness
- Group Travel
- General Liability, Public and Products Liability
- Employers' Liability
- Commercial Legal Protection

Subject to underwriting criteria.

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 Insurance Company Limited:



Steve Langan
Managing Director

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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 the insurance company.

If you have a complaint, please contact your insurance broker in the first instance. If your complaint cannot be resolved satisfactorily by your insurance broker, please contact our customer services team:

Customer Services
Telephone: 0870 084 3777
Email: customerservices@hiscox.com

Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX.

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	<ul style="list-style-type: none"> a. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the 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	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. 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; c. 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	<p>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:</p> <ul style="list-style-type: none"> a. Is committed for political, religious, ideological or similar purposes; and

GENERAL
DEFINITIONS

- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - vi. creates a risk to health or safety of the public or a section of the public; or
 - v. is 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	Hiscox Insurance Company Limited.
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.

1. *Basis of insurance*

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**.

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.

2. *Change of circumstances*

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**.

GENERAL
CONDITIONS

3. *Due diligence*

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.

4. *Premium payment*

We will not make any payment under this **policy** unless **you** have paid the premium.

5. *Cancellation*

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.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

6. *Multiple insureds*

The most **we** will pay is the relevant amount shown in the schedule.

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**.

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**.

7. *Aggregate limit*

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**.

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.

8. *Rights of third parties*

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.

9. *Other insurance*

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.

10. *Governing law*

Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

11. *Arbitration*

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.

**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.

1. *Your obligations*

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.

2. *Fraud*

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.

INTERNET AND EMAIL

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

SPECIAL DEFINITIONS FOR THIS SECTION

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	<p>Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access.</p> <p>A hacker does not include:</p> <ul style="list-style-type: none">a. any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission;b. anyone who gains access directly through either any computer, computer system or network of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations

WHAT IS COVERED

Claims against you

If during the **period of insurance**, and as a result of **your business**, any party brings a claim against **you** arising from:

- a. the content of **your** email, intranet, extranet or **website** (including its domain name, metatags and hyperlinks and the marketing and advertising of **your** business on the **website**), including alterations or additions made by a **hacker**, but not connected with any professional business activity for a client, and due to:
 - i. **your** infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
 - ii. any defamatory statement on **your website** or in **your** email, including any defamatory statement concerning a client or business competitor of **yours**;
 - iii. **your** breach of confidence or infringement of any right to privacy;

WHAT IS COVERED

- b. **your** negligent transmission of a computer **virus**, worm, logic bomb or Trojan horse to anyone with whom **you** do business or who uses **your website** in the course of their business,
- c. **your** unauthorised collection or misuse of any data concerning any customer or potential customer of **yours** which is either confidential or subject to statutory restrictions on its use and which **you** obtained through the internet or extranet or **website** and hold electronically,
- d. a third party's good faith reliance on a **hacker's** fraudulent use of **your** encrypted electronic signature, encrypted electronic certificate, email or **website** where there was a clear intention to cause **you** loss or obtain a personal gain for the **hacker**,

we will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs**, but **we** will not pay costs for any part of a claim not covered by this section.

Your losses from vandalism

If, during the **period of insurance**, a **hacker** damages, destroys or alters **your website** or **computer system**, **we** will pay the reasonable and necessary costs and expenses **you** incur with **our** prior written consent to repair or replace the affected part of the **website** or **computer system** to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.

If, during the **period of insurance**, a **hacker** threatens to damage **your website** in a way which would be covered by this section, **we** will indemnify **you** against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. **We** will only indemnify **you** in this way if **you** can demonstrate to **us** that the ransom has been surrendered under duress and that before agreeing to its payment **you** took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of **your** senior officers agreed to the ransom's payment.

If a claim arises from the cover provided in either of the two immediately preceding paragraphs **we** will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the **website** while it was damaged, destroyed or altered.

WHAT IS NOT COVERED

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**, **your** employee or any self-employed freelancer directly contracted to **you** and under **your** supervision.
 2. any **virus**, worm, logic bomb or Trojan horse which indiscriminately replicates itself and is automatically disseminated on a global or national scale, or to an identifiable class or sector of users, unless specifically passed on to **you** by a **hacker** of **your website** or **computer system**.
 3. the infringement of any patent.
 4. any unauthorised or fraudulent use of any credit, debit, charge or store card.

WHAT IS NOT COVERED

5. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 6. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 7. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 8. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 9. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 10. any data or software unique to your company
 11. the death or any bodily or mental injury or disease suffered by anyone.
 12. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
 13. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
 14. **your** supply, manufacture, sale, installation or maintenance of any product.
 15. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
 16. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
 17. **date recognition**.
 18. **war, terrorism or nuclear risks**.
- B. We will not make any payment for:**
1. any claim, potential claim or loss or payment which could be made under this section which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.
 2. fines and contractual penalties, punitive or exemplary damages.
 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
 4. 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**

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses 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. This includes such claims and losses arising after, as well as during, the **period of insurance**.

**Paying out the limit
of indemnity**

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

**YOUR
OBLIGATIONS**

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against **you**.
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
 - d. any damage, destruction or alteration to **your website** or **computer system**.
 - e. **your** first awareness of any threat to damage **your website**.
2. 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 without **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.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

**Computer systems
protection and back-ups**

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, network, electronic link or **website**;
- b. make back-up copies of any data, file or program at reasonably frequent intervals;

**YOUR
OBLIGATIONS**

- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

**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.