

---

At Hiscox we continually review our cover to ensure it meets the needs of our customers and provides comprehensive cover at competitive rates. You will notice that we have made some changes to your insurance policy and to the documentation that you have received. Within this document we will outline the key changes we have made. The changes will apply from the point your policy renews.

---

## Special definitions

<b>Bodily injury</b>	Death, or any bodily or <b>mental injury</b> or disease of any person.
<b>Employee</b>	<ol style="list-style-type: none"><li>1. Any person employed under a contract of service/ contract of employment with <b>you</b>.</li><li>2. Any person seconded to <b>you</b>.</li><li>3. Any applicant or candidate for employment with <b>you</b>. Employee does not include any agency worker placed with a client of <b>yours</b> in respect of any <b>claim</b>.</li></ol>
<b>Employment claim</b>	Any <b>claim</b> by any <b>employee</b> for any actual or alleged wrongful, unfair or constructive dismissal, discharge or termination of employment, breach of written or implied contract, employment related misrepresentation, wrongful deprivation of a career opportunity, failure to grant a fixed term/ specified purpose employee with a contract of indefinite duration, harassment (including sexual harassment), unlawful discrimination (including victimisation), less favourable treatment, failure to provide adequate employee procedures and policies, retaliation and/or penalisation of any kind, defamation, invasion of privacy or arising solely as a result of the employment or non-employment by <b>you</b> of any current, former or prospective <b>employee</b> .
<b>Insured person</b>	<ol style="list-style-type: none"><li>3. Any shadow director as defined under Section 221 of the Companies Act 2014.</li></ol>
<b>Mental injury</b>	A diagnosed recognisable psychiatric injury.
<b>Pollutant</b>	Any contaminant, irritant or other substance including, but not limited to, asbestos, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, waste, pyrite, mica and mould (including materials that have been or are intended to be recycled, reconditioned or reclaimed).
<b>Subsidiary</b>	<ol style="list-style-type: none"><li>2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man which <b>you</b> acquire during the <b>period of insurance</b>:<ol style="list-style-type: none"><li>a. where the turnover at the date of acquisition is less than 20% of <b>your</b> existing turnover; and</li><li>b. where the acquired entity's business is the same as <b>yours</b>; and</li></ol>which has not suffered any loss or been subject to any claim with a value greater than the <b>excess</b>, which would have been covered under this section of the <b>policy</b>.</li></ol>
<b>You/your</b>	Also includes a <b>subsidiary</b> , and any <b>subsidiary</b> created or acquired during the <b>period of insurance</b> provided that the newly created or acquired <b>subsidiary</b> :



## Management liability – Corporate Legal Liability

### Summary of changes

1. is not domiciled in the United States of America or Canada; or
2. does not trade any of its **securities** on any United States of America or Canada exchanges;

but only for a **claim** against **you** arising from a **wrongful act** committed after the date of creation or acquisition of such **subsidiary**.

If **you** require cover for any newly created or acquired **subsidiary** which does not fall within the above parameters, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the policy terms and conditions during the **period of insurance** including but not limited to the charging of a reasonable additional premium.

---

### What is covered

#### The following cover has been removed:

Identity crime	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> from <b>identity crime</b> .
Breach of data protection	<b>We</b> will pay on <b>your</b> behalf the <b>loss</b> arising from a <b>claim</b> arising from a breach of the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 and any successor or similar legislation.

#### Your own losses

Dishonesty of employees	<b>We</b> will pay <b>your</b> direct financial loss if during the <b>period of insurance</b> , and in the performance of <b>your business</b> , <b>you</b> discover a loss from the dishonesty of an <b>employee</b> , where there was a clear intention to cause <b>you</b> financial loss or damage and to obtain a personal financial gain over and above salary, bonus or commission.
-------------------------	--

---

### What is not covered

War, terrorism, nuclear, asbestos or space perils	19. directly or indirectly due to, contributed to by, or resulting from or in connection with <b>war, terrorism, nuclear risks, asbestos risks or space perils</b> .
Breach of data protection	20. arising from a breach of the Data Protection Act 1988-2018 and any successor or similar legislation.
Identity crime	21. based upon, attributable to or arising out of identity crime.
Cyber incident	22. directly or indirectly due to, contributed to by, resulting from or in connection with any: <ol style="list-style-type: none"><li>a. <b>cyber attack</b>;</li><li>b. <b>hacker</b>;</li></ol>



## Management liability – Corporate Legal Liability

### Summary of changes

- c. **social engineering communication;**
  - d. any fear or threat of 16.a. to 16.c. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 16.a. to 16.d. above.
- Computer or digital technology error
18. directly or indirectly due to, or contributed to by, resulting from or in connection with any **computer or digital technology error**.
- Personal data claims
19. relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data.
- However, this does not apply to any covered **claim** or part of a covered **claim** made against an **insured person** by a data subject where such claim arises directly from your role as an **insured person** and which is not otherwise excluded by What is not covered, 16. Cyber incident above. The most we will pay in relation to any such covered **claim(s)** is the special limit stated in the schedule for **personal data** claims.
- Infrastructure interruption
20. directly or indirectly due to any failure or interruption of services provided to **you** by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
-

#### Control of defence

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim** or deal with any **investigation**. **You** should not do anything which may prejudice **our** position.

This is a duty to defend section. This means that **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** or response to any **investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **investigation**.

**We** shall have the right to participate fully in the defence of any **claim** or **investigation** including negotiation of any settlement. **We** shall have the right to defend any **claim** brought by **you**.

Where there is a dispute between **us** and **you** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtaining of an opinion from a mutually agreed senior counsel. Such opinion shall be binding on **us** and **you** and will establish whether policy cover exists, defence of said **claim** will continue or settlement will be agreed. The costs of such opinion shall be met by **us**.

**We** shall pay **defence costs** above any **excess** and covered by this section on an ongoing basis prior to the final resolution of any **claim** or **investigation**. **You** must reimburse **us** for any **defence costs** or **legal representation costs** paid where it is determined there is no entitlement under this section.

If a **claim** is made which is not wholly covered by this section and/or is also made against **you** and any other person, **we** and **you** shall use our best endeavours to agree a fair allocation between **loss** that is covered and **loss** not covered by this section.

**We** have no duty to defend **you** against any **claim** or **investigation** where **we** pay **you** the applicable **limit of indemnity** as described in **How much we will pay**, paying out the limit of indemnity.

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a **claim** or **investigation**.