

Professional Indemnity for Design and Construct professionals

Summary of changes

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.

What is covered

Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

The following cover is removed from this section:

Dishonesty of your employees, sub-contractors and outsourcers If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your** employees, or subcontractors or outsourcers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss provided that the loss was suffered on or after the **retroactive date**.

What is not covered

- A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:
- 12. any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
- B. We will not make any payment for:
- Cyber incident 3. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any:
 - a. cyber attack;
 - b. hacker;
 - c. social engineering communication;
 - d. any fear or threat of 3.a. to 3.c. above; or
 - e. any action taken in controlling, preventing, supressing, responding or in any way relating to 3.a. to 3.d. above.

However, this exclusion will not apply to a **cyber attack** if **you** alone are specifically targeted in isolation by a **hacker** following or in connection with **a computer or digital technology error** (but excluding a **computer or digital technology error** caused as result of any negligent act, error or omission by anyone other than **you**) which is linked to your **business activity** or **advertising** on or after the **retroactive date** within the geographical limits.



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Computer or digital technology error	4.	any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with any computer or digital technology error .
Personal data claims	5.	any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data .
Infrastructure interruption	7.	any claim or loss directly or indirectly due to any failure or interruption of service provided by 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.
War, terrorism, nuclear, asbestos or space perils	8.	any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with war , terrorism , nuclear risks , asbestos risks or space perils .