
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

Benefits	Payments to which an employee is entitled in respect of their employment with you pursuant to statute or the contract of employment (other than basic salary), including but not limited to sick pay, health insurance, amounts due in respect of an employee benefit or pension scheme, bonus, incentives or deferred compensation.
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Employee	<ol style="list-style-type: none">1. Any person employed under a contract of service/ contract of employment with you.2. Any person seconded to you.3. Any applicant or candidate for employment with you. <p>Employee does not include any agency worker placed with a client of yours in respect of any claim.</p>
Employment practice wrongful act	Any actual or alleged act, error or omission committed or attempted by you or an insured person or by any third-party where you are held vicariously liable, relating to 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 arising solely as a result of the employment or non-employment by you of any current, former or prospective employee .
Insured person	<ol style="list-style-type: none">3. Any shadow director as defined under Section 221 of the Companies Act 2014.
Investigation	<p>An official examination, official enquiry or official investigation into you or an insured person first commenced during the period of insurance and arising from any actual or alleged employment practice wrongful act, conducted by any regulator, government department or other body legally empowered.</p> <p>Investigation does not include any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry or sector which is not solely related to your or any insured person's conduct.</p>
Loss	<p>In respect of a claim the amount you or any insured person becomes legally liable to pay for defence costs, awards of compensation including punitive or exemplary compensation where legally permissible, awards of costs including claimant's legal costs and settlements with our prior written agreement.</p> <p>Loss does not include any civil, regulatory or criminal fines or penalties, taxes, arrears of salary or employment related benefits to which an employee is contractually entitled.</p>
Mental injury	A diagnosed recognisable psychiatric injury.



Management liability – Employment Practices Liability

Summary of changes

Outside entity	2. a. any company registered outside of the Republic of Ireland or United Kingdom of Great Britain and Northern Ireland, the Channel Islands or Isle of Man;
Property damage	The loss, damage or destruction of any tangible property including loss of use of such property.
Subsidiary	<p>An entity:</p> <p>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 you acquire during the period of insurance:</p> <p>a. where the turnover at the date of acquisition is less than 20% of your existing turnover; and</p> <p>b. where the acquired entity's business is the same as yours; and</p> <p>which has not suffered any loss or been subject to any claim with a value greater than the excess, which would have been covered under this section of the policy.</p>
You/your	<p>Also includes a subsidiary, and any subsidiary created or acquired during the period of insurance provided that the newly created or acquired subsidiary:</p> <p>1. is not domiciled in the United States of America or Canada; or</p> <p>2. does not trade any of its securities on any United States of America or Canada exchanges.</p>

What is not covered

Claims in the United States of America or Canada	3. based upon, attributable to or arising out of any claim brought or investigation commenced, or employment practice wrongful act brought or maintained in the United States of America or Canada.
Takeovers and acquisitions	8. based upon, attributable to or arising out of any employment practice wrongful act occurring after the date of: b. the acquisition at any time during the period of insurance of 50% or more of your share capital or assets, majority of your voting rights or the right to appoint or remove a majority of your board of directors or board of trustees or equivalent;
War, terrorism, nuclear, asbestos or space perils	16. directly or indirectly due to, contributed to by, or resulting from or in connection with war, terrorism, nuclear risks, asbestos risks or space perils .
Cyber incident	17. directly or indirectly due to, contributed to by, resulting from or in connection with any: a. cyber attack ; b. hacker ; c. social engineering communication ;



Management liability – Employment Practices Liability

Summary of changes

- 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.
- Specific activities
2. based upon, attributable to or arising out of any amount relating to equal pay, redundancy pay, termination or ex gratia payments or statutory or contractual entitlements on termination.

Special conditions

- Management buy-outs
- If during the **period of insurance** the existing management conduct a management buy-out, **we** agree to provide cover to the same level and terms of this **policy** for the new company for a period of 30 days from the buy-out date for any **wrongful act** committed by any individual **insured person** subsequent to the buy-out.
- We will only provide such cover if the new company is domiciled in the Republic of Ireland.
- This cover will only apply excess of any other insurance and indemnification available from any other source.
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Control of defence

You and any **insured person** 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** and the **insured person** 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 or the name of any **insured person**, 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** and/or any **insured person** over cover, proposed settlement or continuing the defence of a **claim**, **you** or **we** may request the obtainment of an opinion from a mutually agreed senior counsel. Such opinion shall be binding on **us** and **you** and any **insured person** 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** and/or any **insured person** 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 who is not an **insured person**, **we**, **you** and the **insured person** 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** or an **insured person** against any **claim** or **investigation** where **we** pay **you** or the **insured person** 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**.