RENEWAL FIRM ORDER NOTED





INSURANCE DETAILS

Continuous cover from 05 January 2022 until the policy is cancelled. Period of Insurance:

Hiscox Underwriting Limited on behalf of the insurers listed for each section of the policy Underwritten by:

6253 WD-PIP-UK-GTC(7) General terms and

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific wording

detailed in each section below

Property definitions

6472 WD-PIP-UK-PD(4)

wording:

Property definitions apply to the Property sections of this policy in conjunction with the specific

wording detailed in each section below

Payment Method: Payment by Monthly Direct Debit

Anniversary Date: 05 January 2022

INSURED DETAILS

Insured: Angela Kerr Ltd 8 Rodney Street Address:

LIVERPÓOL L1 2TE

Additional Insureds: For Additional Insureds refer to the Additional Insureds Section below.

Business: Aesthetics and beauty clinic performing treatments

PREMIUM DETAILS

Annual Premium: £ 4,639.12 **Annual Tax:** £ 556.70 Total: £ 5,195.82 £ 556.70 **Total Premium:** £ 4,639.12 **Total Tax:** Total: £ 5,195.82 **Monthly Premium:** £ 386.59 Tax: Total: £ 432.99 £ 46.39



CLAIMS DETAIL

If you need to make a claim:

- For claims relating to buildings or contents please contact our claims team on : 0800 711 7156, available 8.30am – 5.30pm for household claims, 9.00am – 5.30pm for commercial claims, or contact your broker. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/

Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to our 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if buildings, contents or travel cover is included in your policy. If cover is not held we may be able to support you on a pay and claim basis. The team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.

- If there is a claim (or potential claim) against you or the policyholder by a third party, you should contact your broker immediately. If this is not possible or you would prefer to contact us directly, please email us at liability.claims@hiscox.com. If you need to speak to a member of the claims team urgently, please call our team on 0800 711 7156, available 9.00am – 5.30pm for commercial claims. If you wish to make a claim online, you can log most claims quickly and easily through our claims notification portal at https://claims.hiscox.co.uk/

You will need to provide your full name and contact details, the address and postcode where the claim has occurred, the policy reference and circumstances of the claim. For commercial claims, you will also need to provide the name of the business or organisation, and the address and postcode.

The Important information and contact details section below contains additional information specific to the covers applicable to your policy.

If you are unsure of who to contact please call our team on : $0800\ 711\ 7156$, available 8.30am-5.30pm for Household claims, 9.00am-5.30pm for Commercial claims. They will ensure you get through to the correct claims team and let you know what actions you need to take.

MEDICAL MALPRACTICE

Section wording: 8119 WD-PIP-UK-MM(9)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 2,000,000

180.1

Limit applies to: any one claim and in the aggregate including defence costs

Excess Applies to: each and every claimant including costs

Geographical Limits: Worldwide excluding the USA and Canada

Applicable Courts: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Endorsements

113.1 Loss of own documents endorsement

181.2 Medical malpractice: Sexual misconduct

Medical malpractice: Aids and Hepatitis

182.1 Medical malpractice: use of instruments

316.0 Specified run-off cover



400.1 Retroactive date: Business performed in the past

778.1 Medical malpractice: Malpractice only

Retroactive date: Business performed in the past: specified

Medical malpractice: Business description

6749.0 Amendment of cover: cyber claims and losses

7000.0 Medical malpractice: photographs requirement

7003.0 Special excess - business activity (MedMal)

7007.0 Specified treatment excess

7010.2 Medical malpractice: Amendment to How much we will pay

7014.2 Medical malpractice: Dishonesty special limit

7020.0 Medical malpractice: descriptive records requirement

7035.2 Medical malpractice: extended notification period

7039.0 Medical malpractice: addition of cover: representation cost

PUBLIC AND PRODUCTS LIABILITY

Section wording: 6130 WD-PIP-UK-GL(6)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 1,000,000

Limit applies to: Each claim with defence costs paid in addition other than for pollution and

for products to which a single aggregate policy limit including defence costs applies.

Excess: £ 250

Excess Applies to: each and every claim for property damage only

Geographical Limits: United Kingdom and European Union **Applicable Courts:** United Kingdom and European Union

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs £ 100,000 in aggregate during any one period of insurance Pollution defence costs £ 100,000 in aggregate during any one period of insurance

Endorsements

138.0 Products liability exclusion clause

305.1 Removal of cover: Medical malpractice

6735.0 Removal of cover: cyber claims



EMPLOYERS LIABILITY

Section wording: 6129 WD-PIP-UK-EL(6)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 10,000,000

Limit applies to: All claims and their defence costs which arise from the same accident or event

Geographical Limits: Worldwide

Applicable Courts: England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs \pounds 100,000 in the aggregate Terrorism \pounds 5,000,000 in the aggregate

Endorsements

3040.0 Employers' Liability Tracing Office (ELTO) and your data

3121.0 Employers liability insurance - mandatory information required

6734.0 Confirmation of cover: cyber claims

PROPERTY - CONTENTS

Section wording: 5996 WD-PIP-UK-PYE(8)

Insurer: Hiscox Insurance Company Limited

Premises: 8 Rodney Street

LIVERPÓOL L1 2TE

Item Description	Excess	Amount insured	
Contents	£ 250	£ 3,150	
Computer and ancillary equipment	£ 250	£ 1,340	
Stock	£ 250	£ 10,419	
Aesthetics equipment	£ 250	£ 17,133	
Thermavein Machine	£ 250	£ 16,592	
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Amount insured: £ 48,634 Excess: £ 250

Excess Applies to: each and every loss

Additional cover (in addition to the overall limit/amount insured above)



Costs following glass breakage	£ 10,000	
Additions to contents	£ 10,000	or 10% of the amount insured for contents, whichever is the greater
Money: in the office while open for business or in the office in a locked safe	£ 5,000	
Money: in transit	£ 2,500	
Money: at all other times	£ 1,000	
Money: non-negotiable instruments	£ 1,000,000	
Identity fraud	£ 5,000	
Personal effects	£ 2,500	
Reconstitution of electronic data	£ 5,000	
Reconstitution of other business documents	£ 5,000	
Lock replacement	£ 10,000	
Building damage by theft	£ 10,000	
Personal assault: death	£ 10,000	per person
Personal assault: total loss, or permanent and total loss of use, of one or more limbs	£ 10,000	per person
Personal assault: total and irrecoverable loss of sight in one or both eyes	£ 10,000	per person
Personal assault: disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£ 100	per week up to a maximum of 104 weeks
Metered water and fuel	£ 5,000	
Contents temporarily elsewhere including whilst in transit	£ 25,000	or 10% of the amount insured for contents, whichever is the less
Contents kept at home	£ 25,000	or 10% of the amount insured for contents, whichever is the less

Special limits (included within and not in addition to the overall limit/amount insured above)

Fraud and dishonesty £ 25,000

Endorsements

240.5 Minimum security conditions
1239.0 Removal of cover: communicable diseases and other risks
6729.0 Removal of cover: cyber claims and losses



PROPERTY - CONTENTS

Section wording: 5996 WD-PIP-UK-PYE(8)

Insurer: Hiscox Insurance Company Limited

Premises: 3-5 Liverpool Road

Birkdale village Southport PR8 4AT

Item Description	Excess	Amount insured
Contents	£ 250	£ 4,200
Stock	£ 250	£ 1,050
Machines	£ 250	£ 21,945

Amount insured: £ 27,195 Excess: £ 250

Costs following glass breakage

Excess Applies to: each and every loss

Additional cover (in addition to the overall limit/amount insured above)

Additions to contents	£ 10,000 or 10% of the amount insured for contents, whichever is the greater
Money: in the office while open for business or in the office in a locked safe	£ 5,000

£ 10.000

Money: in transit £ 2,500 Money: at all other times £ 1,000 Money: non-negotiable instruments £ 1,000,000 Identity fraud £ 5,000 Personal effects £ 2,500 £ 5,000 Reconstitution of electronic data Reconstitution of other business documents £ 5,000 Lock replacement £ 10,000 Building damage by theft £ 10,000

Personal assault: death \pounds 10,000 per person Personal assault: total loss, or permanent and \pounds 10,000 per person total loss of use, of one or more limbs

Personal assault: total and irrecoverable loss of £ 10

sight in one or both eyes

£ 10,000 per person



Personal assault: disablement which totally £ 100 per week up to a maximum of 104 weeks prevents the injured person from carrying out

all parts of their usual occupation

Metered water and fuel £ 5,000

Contents temporarily elsewhere including whilst £ 25,000 or 10% of the amount insured for contents, whichever

is the less

Contents kept at home £ 25,000 or 10% of the amount insured for contents, whichever

is the less

Special limits (included within and not in addition to the overall limit/amount insured above)

Fraud and dishonesty £ 25,000

Endorsements

in transit

240.5 Minimum security conditions

240.5 Minimum security conditions

1239.0 Removal of cover: communicable diseases and other risks

6729.0 Removal of cover: cyber claims and losses

PERSONAL ACCIDENT

Section wording: 13296 WD-PIP-UK-PAR(1)

Insurer: Hiscox Insurance Company Limited

Benefit amount: £ 25,000

Total event limit : £1,000,000 any one event **Operative time:** Worldwide at any time

Additional cover (in addition to the overall benefit amount above)

Funeral expenses£ 5,000Medical expenses£ 10,000Recruitment expenses£ 10,000Retraining expenses£ 10,000

Endorsements

6752.0 Amendment of cover: cyber claims and losses

9500.0 Insured persons9502.0 Statement of facts9504.0 Claims contact details



CRISIS CONTAINMENT

Section wording: 9809 WD-PIP-UK-CRI(2)

Insurer: Hiscox Insurance Company Limited

Limit of indemnity: £ 25,000

Limit applies to: per crisis and in the aggregate

Geographical Limits: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands

and the Republic of Ireland

Special limits (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis £ 2,000

mitigation costs

Endorsements

9003.0 Crisis containment provider: Hill & Knowlton



ADDITIONAL INSUREDS
AK Academy Training and Mentoring: Covered on the same basis as the Insured.
United Kingdom
AK Aesthetics: Covered on the same basis as the Insured.
United Kingdom
AK Therapy House LTD: Covered on the same basis as the Insured.
United Kingdom



The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Medical malpractice: endorsements

Clause 113.1

Loss of own documents endorsement

This section is extended to cover **you** against the cost of restoring or replacing any document, information or data of **yours** which is necessary for the performance of **your business activity** if **you** discover during the **period of insurance** that it has been lost, damaged or destroyed while in **your** possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of **your business activity**.

We will not make any payment arising from the loss or distortion of any data held electronically.

HOW MUCH WE WILL PAY

We will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.

This endorsement does not increase the total amount **we** will pay for all claims inclusive of **defence costs**, and **your** own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. **You** must pay the relevant **excess** shown in the schedule.

Clause 180.1

Medical malpractice: Aids and Hepatitis

The following is added to What is not covered A:

AIDS and Hepatitis

Hepatitis Non-A or any condition directly or indirectly caused by, or associated with Human Immunodeficiency Virus (HIV), even if this is initially named as either HTLV III or LAV or is a mutant, derivative or variation, or is in any way related to Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any syndrome or condition of a similar kind howsoever it may be named.



Clause 181.2 Medical malpractice: Sexual misconduct

The following is added to What is not covered A:

Sexual misconduct any actual or attempted sexual relations, sexual contact or

intimacy, sexual harassment or sexual exploitation in the course of or under the guise of any **business activity**.

Clause 182.1 Medical malpractice: use of instruments

The following is added to What is not covered A:

Use of instruments the handling, use or storage of any tool or implement used in

the performance of a **business activity** which is intended to penetrate tissue or be in contact with bodily fluid, either that of a human or an animal, unless any such tools or implements are handled, used and stored at all times in

accordance with the manufacturer's instructions.

Where any tool or implement is suitable and approved by the manufacturer to be used on more than a single occasion, any such tool or implement must be sterilised prior to each use in accordance with the guidelines of the Department of Health or equivalent regulatory body.

Clause 316.0 Specified run-off cover

We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, after 05/01/2020|DESO fat dissolving

injections and hair extensions in respect of <NAME>.

Clause 400.1 Retroactive date: Business performed in the past

We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document,

information or data lost, damaged or destroyed, before: 05/01/2011



Clause 778.1 Medical malpractice: Malpractice only

What is covered, Claims against you, is amended to read as follows:

Claims against you

If during the **period of insurance**, and as a result of **your business activity** within the **geographical limits** for clients, any party brings a claim against **you** for **malpractice**, **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.

What is not covered A 11 is amended to read as follows:

11. 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.

Clause 1 of Your obligations is amended to read as follows:

- 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 a shortcoming in your work for a client 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. the receipt of notice from any person of an intention to hold **you** responsible for any **malpractice**.
 - every letter, claim, writ, summons or process against you for malpractice or alleged malpractice.

Retroactive date: Business performed in the past: specified

We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed by AK Therapy House before 18/05/18

Clause



Clause

Medical malpractice: Business description

Clinic providing Botox injections (Azzalure, Dysport, Bocouture, Xeomin), HA Dermal Fillers (Teoysal, Perfecta Juvederm &, Radiesse), Hyperhydrosis (Botox), Chemical Peels, Cryotherapy, Microneedling, Dermroller, Dermastamp, Dermapen, Dermaplaning, PDO Thread Lifts, Beauty Treatments including Massage, Waxing, Facials, Manicures and Pedicures, Thermavein, Lash and Brow Treatments including Lift Volume and Tint, Plasma, Sclerotherapy, Radiofrequency, Celluerase, Hairdressing, Laser/ IPL (incl laser tattoo removal skin types 1-4), Micropigmentation, Carboxytherapy and Training



Clause 6749.0 Amendment of cover: cyber claims and losses

A. Additional definitions

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

B. Changes to What is covered

Where applicable:

1. **What is covered, Your own losses**, Dishonesty of your employees and freelancers.

What is covered, Your own losses, Loss of documents, is amended to read as follows:

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.

C. Changes to What is not covered

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. social engineering communication;
- d. fear or threat of a. to c. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.



We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any **computer or digital technology error**.

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider.

We will not make any payment for any claim or part of a claim or loss 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 **you** by a client which arises directly from **your** performance of a **business activity** for that client and which is not otherwise excluded by this **endorsement**. The most **we** will pay is the lesser of:

- 1. £250,000; or
- 2. The overall limit of indemnity shown on the schedule,

for the total of all such claims and losses, including their **defence costs**, regardless of the number of claims or losses. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

D. Changes to Control of defence

Control of defence is amended to read as follows:

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any or any part of a claim.

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

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the claim.

Partially covered claims



We will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay defence costs covered by this section on an ongoing basis prior to the final resolution of any claim. However, we will not pay any defence costs in connection with any claim or part of a claim which is not covered under this section. You must reimburse us for any defence costs paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We will have no further duty to indemnify you against any claim where we pay you the applicable limit of indemnity as described in How much we will pay, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

Payment of excess

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.

Disputes

For the purposes of **Control of defence** in this section of the **policy**, the **General condition** within the **General terms and conditions** which provides for the resolution of disputes arising out of or relating to this insurance by arbitration, is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England & Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.



Clause	7000.0	Medical malpractice: photographs requirement
		The following is added to What is not covered A:
		<number>. injectables or filler treatments unless photographs are taken of the client both prior to treatment and after treatment. These photographs must be retained by you for a minimum of 6 months.</number>
Clause	7003.0	Special excess - business activity (MedMal)
		The excess shown in the schedule is amended to £ <amount &="" basis=""> for any claim or loss arising from or in connection with the following business activity:</amount>
		<business activity=""></business>
Clause	7007.0	Specified treatment excess
		The excess shown in the schedule is amended to <amount> <excess basis=""> for any claim or loss directly or indirectly due to any <treatment>.</treatment></excess></amount>
Clause	7010.2	Medical malpractice: Amendment to How much we will pay
		The following is deleted from How much we will pay :
		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 claims and losses arising after, as well as during, the period of insurance .
Clause	7014.2	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
Clause	7014.2	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 claims and losses arising after, as well as during, the period of insurance .
Clause	7014.2	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 claims and losses arising after, as well as during, the period of insurance . Medical malpractice: Dishonesty special limit



Clause 7020.0

Medical malpractice: descriptive records requirement

Your obligations, If a problem arises, 3 is amended as follows:

- 3. unless you at all times:
 - maintain accurate descriptive records of all professional services and equipment, including but not limited to batch numbers of any product injected, used in procedures which shall be available for inspection and use by us or our duly appointed representatives; and
 - b. retain the records referred to in 3.a above for a period of at least ten years from the date of treatment and, in the case of a minor, for a period of at least ten years after that minor attains majority.

Clause 7035.2

Medical malpractice: extended notification period

As used in this **endorsement**, **extended notification period** shall mean a period of three years commencing on the date of the cessation of **your business** as a result of **your** retirement, maternity, permanent disability or death.

If at any time during the **extended notification period** any party brings a claim against **you**, or **your** estate or legal representative in the event of **your** death, as a result of **your business activity** before the cessation of **your business**, **we** will indemnify **you** in accordance with the terms and conditions of this section.

The first paragraph of item 1 under **Your obligations**, If a problem arises, will then be amended to:

 unless you notify us promptly of the following within the extended notification period:

This **extended notification period** is only available if this **policy** is not replaced or succeeded by any other policy providing medical malpractice insurance.

The entire premium for this section is considered fully earned at the beginning of the **extended notification period. We** will not refund any premium to **you** if **you** cancel the **extended notification period** before it ends.

The limit of indemnity for the **extended notification period** will be part of and not in addition to the limit of indemnity shown in the schedule.



Clause 7039.0

Medical malpractice: addition of cover: representation cost

The following is added to What is covered, Your own losses:

Representation costs

We will pay for the cost of representing **you** at any properly constituted investigation, inquiry or disciplinary proceeding first instituted in respect of any incident first discovered during the **period of insurance** arising out of **your business activity** which may lead to indemnity under this section.

The first paragraph of **How much we will pay** is amended to read as follows:

The most **we** will pay for the total of all claims, losses, **defence costs** and representation costs is <CURRENCY&AMOUNT>, irrespective of the number of claims, investigations, inquiries or disciplinary proceedings. **You** must pay the **excess** shown in the schedule for each claim, including **defence costs** and representation costs.



Public and products liability: endorsements		
Clause	138.0	Products liability exclusion clause
		We will not make any payment for any claim or loss directly or indirectly due to any of your products .
Clause	305.1	Removal of cover: Medical malpractice
		The following is added to What is not covered, A:
		Malpractice <number>. any bodily injury or personal injury to any person arising out of any treatment administered or care provided by you.</number>



Clause 6735.0

Removal of cover: cyber claims

The following are added to Special definitions for this section:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

- gain access to;
- extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to What is not covered:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.



Employers' liability: endorsements

Clause

3040.0

Employers' Liability Tracing Office (ELTO) and your data

Your policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

You can find out more:

- from your insurance adviser (if you have one); or
- by contacting us; or
- at www.elto.org.uk.

Clause 3121.0

Employers liability insurance - mandatory information required

You must provide **us** with the following information for each entity insured under this section of the **policy**:

- 1. Employer name; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must provide **us** with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform **us** immediately of any changes to the above information. This information is required by **us** to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

Clause

6734.0

Confirmation of cover: cyber claims

The following is added to What is covered:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.



Property - Contents: endorsements



Clause 240.5

Minimum security conditions

We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key operated multi-point locking system having at least three locking bolts.
- Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.



Clause 1239.0 Removal of cover: communicable diseases and other risks

We do not make any payment for:

- 1. a. damage caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination; or
- 2. any **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:
 - a. terrorism;
 - b. civil commotion in Northern Ireland;
 - c. war;
 - d. confiscation;
 - e. nuclear risks;
 - f. **communicable disease** or the fear or threat of **communicable disease**; or
 - g. any action taken in controlling, preventing, suppressing or in any way responding to a. to f. above.

If there is any dispute between **you** and **us** over the application of a or b above, it will be for **you** to show that the clause does not apply.

If this **endorsement** conflicts with any existing exclusion under this section of the **policy**, the corresponding exclusion in this **endorsement** will apply.



Clause 6729.0

Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full. **We** will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.



Clause 240.5

Minimum security conditions

We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key operated multi-point locking system having at least three locking bolts.
- Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.



Clause 240.5

Minimum security conditions

We will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
 - a. a mortice deadlock conforming to or superior to BS3621; or
 - b. a rim automatic deadlock conforming to or superior to BS3621; or
 - c. a key operated multi-point locking system having at least three locking bolts.
- Any other external door or internal door providing access to any part of the building not occupied by you, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
- Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- (i) The local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - a. fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - c. proprietary collapsible locking gate grilles.



Personal accident: endorsements

Clause 6752.0

Amendment of cover: cyber claims and losses

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

The following is added to What is not covered:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to or contributed to by, resulting from or in connection with any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, supressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

Clause 9500.0 Insured persons

Your partners, directors, officers or persons under a written contract of service with **you** or directly engaged by **you** with or without payment including any volunteer solely whilst under **your** control in connection with **your** activities.



Clause 9502.0 Statement of facts

By accepting this insurance **you** confirm that the facts stated below are true. **We** have relied on **your** answers to **our** questions, and all information **you** or anyone on **your** behalf provided in deciding to accept this insurance and in setting the terms and premium. **You** must make sure that all information is accurate and complete and that **you** have taken care to answer all questions honestly and to the best of **your** knowledge.

You must tell **us** as soon as possible if there are any changes to the information **you** have given to **us**, including if any of the answers below or supporting information provided to **us** is no longer accurate. **We** may then cancel or amend the terms of this **policy**.

If you are in any doubt, please contact your broker. You should keep this statement of fact for your records.

Statement of fact:

- All insured persons are clerical workers and do not undertake any manual work.
- All insured persons are legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland.
- All insured persons will be under 70 years old at the start of the period of insurance.
- **4. You**, and all past or present partners, principals, directors, trustees, volunteers or employees of **yours** have not made any claims or suffered any losses, which would have been covered by this **policy** had it been in force.
- **5.** You are not aware after reasonable enquiry of any accident or injury to any insured person which could lead to claim under this policy.

If any of the statements above are untrue, **we** will not make any payment for any claim under this section of the **policy** and **we** may be entitled to treat this **policy** as if it never existed.

Clause 9504.0 Claims contact details

If **you** need to make a claim, **you** should contact **your** insurance adviser immediately. If this is not possible, please contact **us** directly on (+44) (0)1206 711950, Monday to Friday 9.00 am - 5.30 pm or email accident.claims@hiscox.com.



Crisis containment: endorsements

Clause 9003.0 Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to

Hill & Knowlton outside of these hours.

If you first become aware of a **crisis** outside of **working hours**, you must notify **us** of

the **crisis** as soon as possible within **working hours** by telephoning +44(0)800

8402783 or +44 (0) 1206 711796.



Endorsements which apply to whole policy

Clause 1236.0 Special definition: Communicable disease

The following is added to **Special definitions for all property sections**:

Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.



Clause 6727.0

Additional definitions: cyber

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**.

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any computer or digital technology.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- disrupt access to or the operation of; or
- 4. cause damage to,

any data or computer or digital technology, including but not limited to any:

- a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.



Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by **you** or on **your** behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Clause 25.2 Continuous policy endorsement

- We agree to give you continuous cover under this policy. To achieve this, all the references in this policy to period of insurance shall be for a continuous period starting with the date in the schedule, until either you or we cancel this policy. However, you must tell us as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.
- 2. Cancellation clause 5 in the General Terms and Conditions of this **policy** is replaced by the following:

You or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the period for which **you** have already paid. However, we will not refund any premium under £10.

We may also cancel the **policy** if any premium remains unpaid 21 days after the due date. In such cases **we** will cancel the **policy** by giving seven days' notice. Where **we** cancel the **policy** for non-payment of premium, cover will cease on the date the premium was due.

3. In view of the continuous nature of this policy, we may at our discretion amend its premium and/or terms and conditions and we will tell you of our intention to do so. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance. We will give you at least 30 days' notice of any changes.



Clause

603.1

Commercial assistance and legal advice helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law

Helpline number: +44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a service for eligible Hiscox policyholders.

Clause

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.



INFORMATION ABOUT US

Name Hiscox Underwriting Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Insurers

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Insurance Company Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Company registration Registered in England number 00070234

Status Authorised and regulated by the Prudential Regulation Authority and the Financial Conduct Authority