HISCOX PRO®

We value our brokers and want to make your lives easier by providing the right tools and coverage. We want to encourage you to grow your business and provide the best solutions for your clients. Below is a policy comparison to help you better understand recent updates to our coverage.

Hiscox PRO – policy comparison

Applicable to all Allied Healthcare, Architects and Engineers, and Miscellaneous Professional Liability forms

Provision	Hiscox Professional Liability Surplus Form – OLD	Hiscox PRO Surplus and Admitted – NEW
Trigger of coverage	'Wrongful acts'	Alleged negligent act, error, or omission in 'your professional services'
Personal injury	Covered 'wrongful act'	Expanded definition includes 'personal and advertising injury'
Third party discrimination	Expressly excluded	Expressly covered for certain industries
Construction management exclusion	Silent	Carveback for certain industries to provide coverage for incidental hiring of a person or entity to perform regular maintenance as part of 'property management services'
Defense of licensing proceedings	No coverage	Sublimit included in base form as coverage enhancement, outside of limits
Subpoena assistance	No coverage	Sublimit included in base form as coverage enhancement, outside of limits
Extension of coverage to spouse	Expressly included	Expanded to include lawful domestic partner
Supplemental payments	Up to $250 per day, up to $5,000 per claim, erodes limits	Up to $250 per day, up to $10,000 per claim, outside of limits
Hammer clause	Full hammer clause	50/50 hammer clause built into base form
Punitive damages	Excluded except where insurable by law, up to a $250k sublimit	Specifically included in definition of 'damages', where insurable by most favorable applicable jurisdiction, up to full limits
Liquidated damages	Silent	Expressly excluded
Payment of claimant's attorney fees	Silent	Explicitly covered as 'damages'
Cost of complying with injunctive relief	Silent	Expressly excluded
Change in control	Silent	Must notify us within 30 days of the effective date of any change in control; coverage limited to services performed prior to change in control unless we and insured agree otherwise
Action against us	No action against us by insured unless insured has fully complied with entire policy and insured's obligation for claim has been finally determined by judgment or settlement	Silent
Reporting of claims	As soon as practicable, but in any event no later than 60 days after the end of the policy period. Immediate written notice for any summons, arbitration demand or other notice of legal proceeding	Written notice of all claims or other covered matters as soon as possible, but in any event no later than 60 days after the end of the policy period

Provision	Hiscox Professional Liability Surplus Form – OLD	Hiscox PRO Surplus and Admitted – NEW
Acquired entity	Automatically covered for 90 days	Subsidiaries acquired during policy period covered automatically, coverage for acquired entities with less than 50% insured ownership available by endorsement
"Members" as individual insureds	Included in definition of 'individual insured'	Removed from definition of 'employee'
Seasonal and temporary employees as insureds	Not expressly included	Included in definition of 'employee'
Leased and volunteer employees as insureds	Not expressly included	Included in definition of 'employee'
Anti-trust/deceptive trade practices exclusion	Silent	Expressly excluded
Criminal proceedings	Cost to defend criminal proceedings excluded from definition of 'claim expenses'	Specific exclusion for criminal proceedings
Employment related liability exclusion	No coverage for claims based on employment related liability; no carvebacks	Express carveback for covered claims for 'third party discrimination' for certain industries
ERISA exclusion	'For' exclusion	Absolute wording, can be amended for certain industries
Excluded professional services (attorney, accountant, RIA, insurance agent/broker, security broker/dealer)	Excluded via endorsement on select accounts	Exclusion built into policy, also excludes services as an architect or engineer
Fines, penalties, taxes, or sanctions exclusion	All expressly excluded from definition of 'damages'	Only excluded when levied against insured
Intellectual property exclusion	Excludes the actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent.	Excludes the infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.
Intentional acts/fraud exclusion	Final adjudication and severability for individual insureds	Final adjudication and full severability for individual insureds and partial severability for the entity
Misappropriation/ commingling of funds	Silent	Expressly excluded
Prior knowledge	Insured had to establish no prior knowledge of wrongful act to trigger Insuring Agreement	Prior knowledge exclusion
Privacy exclusion	Silent	Expressly excluded
Sexual misconduct exclusion	Silent	Exclusion built into policy. Sublimit or standalone coverage options available.
Unsolicited telemarketing exclusion	Excludes claims for violation of TCPA, CAN-SPAM Act, and similar federal, state, or local laws	Added "foreign" to types of similar laws
Warranties/guarantees exclusion	No carveback for liability which would exist in the absence of the warranty or guarantee	Express carveback for liability which would exist in the absence of the warranty or guarantee
Definition of claim	Any notice received by the insured for damages or non-monetary relief based on an actual or alleged 'wrongful act'	Written assertion of liability or written demand for financial or non-monetary relief

Provision	Hiscox Professional Liability Surplus Form – OLD	Hiscox PRO Surplus and Admitted – NEW
Definition of pollution	Any solid, liquid, gaseous, or thermal irritant, contaminant or toxin, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, radon, asbestos, electromagnetic radiation or waste of any like substances. In addition to pollutants to be disposed of, waste also includes materials to be recycled, reconditioned, or reclaimed	Means any solid, liquid, gaseous, *biological*, *radiological*, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, *dust*, *nanoparticles*, *fibers*, soot, fumes, acids, alkalis, chemicals, *nuclear materials*, *germs* and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed (new items noted in *italics*). Definition expanded to include mold for certain industries.
Definition of professional services	Defined as the services specified in the Declarations which are performed by or on behalf of the Named Insured for others for a fee or other compensation	Defined as services identified as covered professional services under any Coverage Part on the Declarations containing such a description (can now have multiple coverage parts with different covered professional services under each)
Deductible	Undefined term, amount found in Declarations.	Defined term 'retention' in policy for amount or time on Declarations (newly available coverage part has time retention)

Applicable to Miscellaneous Professional Liability form

Provision	Hiscox Professional Liability Surplus Form – OLD dated 01/13	Hiscox PRO Surplus and Admitted – NEW dated 11/14 (Surplus) dated 06/14 (admitted)
Third party discrimination	Expressly excluded	Expressly covered
Employment related liability exclusion	No coverage for claims based on employment related liability; no carvebacks	Express carveback for covered claims for 'third party discrimination'
Improper billing exclusion	Silent	Expressly excluded with carveback for claims resulting from billing services if such services are part of insured's covered professional services
Medical malpractice exclusion	Excluded via endorsement on select accounts	Exclusion built into policy

Applicable to Architects and Engineers forms

Provision	Hiscox Professional Liability Surplus Form – OLD dated 01/13	Hiscox PRO Surplus and Admitted – NEW dated 11/14 (Surplus) dated 06/14 (admitted)
Pre-claim assistance	None	Up to $50,000, outside of limits
Independent contractors	Not listed in definition of insured	Specifically included in definition of 'insured'
Pollution	Excluded with carveback for pollution directly arising from performance of professional services	Explicitly covered for pollution directly arising from performance of professional services, up to full limits
Property damage	Excluded with carveback for PD directly arising from performance of professional services	Explicitly covered for PD directly arising from performance of professional services, up to full limits
Bodily injury	Excluded with carveback for BI directly arising from performance of professional services	Explicitly covered for BI directly arising from performance of professional services, up to full limits
Mold	Silent, excluded by endorsement	Explicitly covered with sublimit or full limits
FHA/OSHA/ADA regulatory coverage	No coverage	Up to $25K regulatory defense and response costs, outside of limits
Asbestos	Excluded except claims arising from insured specifying asbestos-containing product or material	No asbestos exclusion for design professionals, construction managers, and developers; no change for contractors
Third party discrimination	Expressly excluded	Expressly covered up to full limits

Provision	Hiscox Professional Liability Surplus Form – OLD dated 01/13	Hiscox PRO Surplus and Admitted – NEW dated 11/14 (Surplus) dated 06/14 (admitted)
Deductible credit	Available as endorsement	Included in base form
Owned entity	Insured v. insured exclusion applies to any entity in which insured has over 15% ownership	Insured v. insured exclusion applies to any entity in which insured has over 25% ownership
Bankruptcy exclusion	Exclusion for any claim arising from bankruptcy or insolvency of insured with carveback for claim based on performance of professional services	No exclusion except on developers form
Employment related liability exclusion	No coverage for claims based on employment related liability; no carvebacks	Express carveback for covered claims for 'third party discrimination'
Improper billing exclusion	Silent	Expressly excluded Carveback for claims resulting from billing services if such services are part of insured's covered professional services available by endorsement

Allied Healthcare Professional Liability Coverage part

Provision	Hiscox Professional Liability Surplus Form – OLD dated 01/13	Hiscox PRO Surplus and Admitted – NEW dated 11/14 (Surplus) dated 06/14 (admitted)
Reporting of claims	Claims made	Claims made and reported, but with 60-day auto ERP
Bodily injury to employee	Excludes BI and any resulting emotional distress to employee and certain other individual insureds	Excludes BI and emotional distress to employees and other individual insureds except students
Independent contractors	Excluded	Specifically included in definition of 'insured'
HIPAA violations	Available by endorsement	Sublimit included in base form as coverage enhancement
Managed Care Services	Excluded	Silent
Improper billing exclusion	Silent	Expressly excluded Billing errors coverage available by endorsement
Sexual misconduct	Excluded	Sublimit included in base form as coverage enhancement. Standalone coverage available

This comparison does not address every word or provision that has changed in the new policy forms. We simply attempted to address substantive changes between the old and new forms. Please contact your underwriter for information on additional changes/limitations.

Hiscox Pro is underwritten by Hiscox insurance Company Inc., a Chicago-based insurance company, as an admitted product or otherwise by Hiscox Inc., on behalf of certain syndicates at Lloyd's, London. Coverage may not be available in all states.