

Management liability – directors’ and officers’ liability

Insurance product information document



Company: Hiscox SA

Product: Directors’ and officers’ liability insurance

Hiscox SA trading as Hiscox is supervised by the Commissariat aux Assurances (CAA) in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

This document provides a summary of the key information relating to the standard terms and conditions of this business insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of this cover.

What is this type of insurance?

This product is designed to meet the needs of customers who wish to cover the liability of their directors, officers and others as a result of their business activities.



What is insured?

- ✓ Loss arising from any claim for a wrongful act against any insured person, including any director, partner, member, officer or employee of you, their spouse, partner, estate, heir or legal representative.
- ✓ Loss arising from any:
 - health and safety/manslaughter claim for a wrongful act against an insured person
 - extradition proceeding against an insured person.
 - employment claim against any insured person.
 - wrongful act by an insured person in their capacity as director for an outside entity, if acting in that capacity at your request.
 - claim against an insured person arising from their operation of any pension or employee benefit scheme or trust fund of yours.
 - claim against an insured person arising from pollution.
- ✓ Legal representation costs arising from an investigation.
- ✓ Bail costs of any insured person arising from a claim for a wrongful act.



What is not insured?

- ✗ Any fraudulent or dishonest act, intentional breach of statute, any act intended to secure a personal profit or advantage to which the insured person was not entitled, or any act which intended to secure a profit for such other company where the insured person is a director.
- ✗ Any claim, investigation or circumstance you were aware of or had reported to any previous insurer.
- ✗ Any proceedings or allegations initiated prior to the date stated in the schedule as the prior and pending litigation date.
- ✗ An insured person’s operation of any defined benefit pension scheme.
- ✗ Any breach of the American RICO/SEC/ ERISA legislation.
- ✗ Death, injury or disease unless for a health and safety/manslaughter claim or distress arising from a covered employment claim.
- ✗ The use of any mechanically propelled vehicle. This does not apply to costs directly relating to any criminal or regulatory proceedings arising from such use.
- ✗ Any claim brought by you, an outside entity or current insured persons in the USA, other than defence costs, shareholder derivative proceedings, claims by your liquidator, employment claims, or otherwise covered contribution claims.
- ✗ Professional advice.
- ✗ Claims, losses or investigations brought by any company owning at least 15% of your issued share capital.
- ✗ Wrongful acts committed by insured person:
 - after any party acquires more than 50% of your issued share capital or you merge with another company; or
 - in the name of any subsidiary after you sell it.
- ✗ The gaining of any financial advantage to which an insured person was not entitled.
- ✗ Claims brought for activities performed outside of the countries listed in the schedule under geographical limits.



Are there any restrictions on cover?

- ! We will not cover any insured person who prior to the period of insurance had knowledge of a material misstatement in or omission from the information provided to us.
- ! In certain circumstances, if we refuse to renew the policy, you may purchase an extended notification period for wrongful

acts committed during the period of insurance.

- ! In the event of a merger or purchase of more than 50% of your issued share capital, you may purchase an extended notification period but only for wrongful acts committed prior to the takeover or merger.
- ! In the event of a management buy-out, cover will remain in force on the same terms for 30 days.
- ! We will only cover claims, losses and investigations for wrongful acts committed in relation to any public offering of your share capital if you have our prior written agreement.
- ! We will not cover the amount of the excess.
- ! Cover for certain items or types of loss or claim is limited. All relevant limits can be found in the policy wording or schedule.
- ! Any loss insured elsewhere, except for payments in excess of such other insurance, are not covered.



Where am I covered?

Please check your policy schedule for the countries listed under applicable courts and geographical limits.



What are my obligations?

- You must take reasonable care to minimise any loss, damage or liability.
- You and any insured person must give us the information and co-operation we require.
- You should not prejudice our position.
- You must tell us promptly about any wrongful act, claim against an insured person or their partner, investigation against you or an insured, threat of disqualification proceedings against an insured person or proceedings for pollution against an insured person.
- You must not admit you are liable, make any offer of settlement or disclose the amount of cover available to any third party unless you have our prior written consent.



When and how do I pay?

Please check your policy schedule for payment method.



When does the cover start and end?

Please check your policy schedule for your cover start and end dates.



How do I cancel the contract?

By giving 30 days' notice in writing at the end of the period of insurance or the anniversary date. We will return a pro-rata proportion of your premium unless the amount is below any minimum payment stipulated in the general terms and conditions of your policy wording. We will never charge you a fee for cancelling your insurance.

How to make a claim

If you suffer a loss and may need to make a claim you should contact us as soon as possible.
For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

Complaints procedure

If you have a complaint, you can contact us using the details below.

Hiscox Customer Relations
Hiscox SA (Irish branch)
The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42

By phone: 1800 901 903
By phone from mobiles or abroad: +353 1 238 1810
By email: customerrelations.ireland@hiscox.com

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:
Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
D02 VH29

Phone: +353 1 567 7000
Email: info@fspoi.ie
Web: www.fspoi.ie

Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg
Luxembourg
Email: caa@caa.lu

If you are a consumer, you may also address your complaint in English to the Insurance Ombudsman in Luxembourg, located at:

Insurance Ombudsman
ACA
12, rue Erasme
L - 1468 Luxembourg
Luxembourg
Phone: +352 44 21 44 1
Fax: +352 44-02-89
Email: mediateur@aca.lu

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

General information

This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Commissariat aux Assurances and the regulation of the Central Bank of Ireland. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

About us

Hiscox SA is a Luxembourg regulated insurance company, which is subject to the supervision of the Commissariat aux Assurances (CAA).

Hiscox SA is duly authorised to carry on non-life insurance business in other member states of the European Union and the European Economic Area.

Further details can be found at www.caa.lu.

Hiscox SA is registered in Luxembourg with the Trade and Company Register Luxembourg (RCS Luxembourg) with reference number B217018. Hiscox SA head office is located at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

Further details can be found at www.lbr.lu.

Hiscox SA is subject to the supervision of the Commissariat aux Assurances in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

Hiscox SA branch in the Republic of Ireland is registered with the Companies Registration Office with reference number 908764. Hiscox SA branch in the Republic of Ireland is located at:

The Observatory
7-11 Sir John Rogerson's Quay
Dublin 2
D02 VC42
Republic of Ireland

Further details can be found at <https://www.cro.ie/>.

Hiscox SA is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox SA is registered in Luxembourg with Trade and Company register Luxembourg (RCS Luxembourg): registration number B217018, at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

Our relationship with you

While we will provide you with information on the cover offered, further information or advice will only be provided if it is made available to you by your chosen insurance intermediary. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in us cancelling coverage in line with the terms and conditions of the policy.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

Using your personal information

Hiscox SA is acting as a data controller and 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: cookies: www.hiscox.ie/cookies and privacy: www.hiscox.ie/privacy.

You can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at dataprotectionofficer@hiscox.com.

This important information document is effective from January 2019.