

Management liability – employment practices liability

Insurance product information document



Company: Hiscox SA

Product: Employment practices 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 employment practices liability 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 their liability to other people following an employment practice wrongful act.



What is insured?

- ✓ Loss arising from any claim for:
 - 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 tenure.
 - negligent employee evaluation.
 - harassment.
 - unlawful discrimination.
 - failure to provide adequate employee procedures and policies.
 - retaliation.
 - defamation.
 - invasion of privacy arising solely as a result of the employment or non-employment by you of any current, former or prospective employee.
- ✓ Loss arising from any such acts by an insured person in their capacity as an employee for an outside entity, if acting in that capacity at your request.



What is not insured?

- ✗ Membership or non-membership of any trade union or involvement in their activities. This does not apply to claims for retaliation.
- ✗ Your failure to act in accordance with any collective bargaining agreement. This does not apply to claims for retaliation.
- ✗ Any legal obligation in relation to health and safety, unemployment, social security, retirement or disability benefits. This does not apply to claims for retaliation.
- ✗ Any claim or circumstance you were aware of or had reported to any previous insurer.
- ✗ Any employment practice wrongful act brought in the USA.
- ✗ Any proceedings or allegations initiated prior to the date stated in the schedule as the prior and pending litigation date.
- ✗ 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, officer or employee.
- ✗ Death, bodily or mental injury other than distress arising from any employment practice wrongful act.
- ✗ The use of any mechanically propelled vehicle for which compulsory employment is required.
- ✗ Any employment practice wrongful acts occurring after any party acquires more than 50% of your issued share capital or you merge with another company, unless agreed by us.
- ✗ We will not make any payment other than defence costs for claims arising out of:
 - your failure to pay any amount you are contractually committed to pay to an employee.
 - any amount relating to equal pay or redundancy pay.
 - loss of rights under, or the operation or administration of, any pension, private health or other employee benefit scheme.
 - your failure to pay taxes.
 - anyone else's liability which you are legally obliged to assume under contract.
 - any non-pecuniary or injunctive relief.
 - costs of compliance or non-compliance with an order for reinstatement of an employee.
- ✗ 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 you if prior to the period of insurance you 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 employment practices wrongful acts committed during the period of insurance.
- ! In the event of a management buy-out, cover will remain in force on the same terms for 30 days.
- ! We will not cover the amount of any excess.
- ! The most we will pay is the limit of indemnity stated in the schedule for the total of all claims and their defence costs.
- ! 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 ensure that you disclose all facts and matters which might be relevant and that all information provided to us is true, accurate and complete.
- You must let us know if the information provided changes.
- You must take reasonable care to minimise any liability.
- You and any insured person must give us the information and co-operation we require and should not prejudice our position.
- You must tell us promptly about any employment practice wrongful act, claim or threatened claim against you or 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. 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.



Important information

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.