

# Office package

Insurance product information document



**Company:** Hiscox SA

**Product:** Office package 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 commercial combined office package 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 protect their business against liabilities, their commercial contents against damage and business interruption.



### What is insured?

#### Public and products liability

- ✓ Your liability:
  - to others for death, injury, disease or property damage occurring as a result of your business.
  - for false arrest, imprisonment, eviction, denial of access, nuisance or trespass as a result of your business.
- ✓ Personal liability of you and your directors, partners, employees and spouses as a result of death, injury, disease, property damage, false arrest, imprisonment or eviction whilst temporarily abroad.
- ✓ Claims against third parties where you are providing services under contract and you are liable for the claim.
- ✓ Costs incurred with our prior consent to defend criminal proceedings relating to an actual or potential claim covered under this section of the policy.

#### Employers liability

- ✓ Your liability to your employees and volunteers for death, injury, or disease occurring as a result of your business.
- ✓ Claims against your customers where you are providing services under contract and you are liable for the claim.
- ✓ Costs incurred with our prior consent to defend criminal proceedings relating to an actual or potential claim covered under this section of the policy.
- ✓ Unsatisfied court judgments where your employee obtains damages for bodily injury against another individual or company that arises out of and in the course of the employee's employment in your business.

#### Contents

- ✓ Damage to contents contained in your office, and other items specified on the schedule.
- ✓ We will also pay up to the amount shown in the schedule for the following:
  - the costs of boarding up, replacement of glass, frames and ornamental work on glass after breakage or scratching of glass.
  - damage to additional contents you purchase during the period of insurance.
  - damage to money held in connection with your business.



### What is not insured?

#### Property and products liability

- ✗ Damage to your own property.
- ✗ Liability arising from: aircraft, watercraft over 20 feet, motorised vehicles (other than tools of trade) or animals.
- ✗ Injury to your employees.
- ✗ Your liability to pay a fine or penalty.
- ✗ Pollution or contamination:
  - of buildings, structures, water, land or the atmosphere.
  - occurring in the USA or Canada.
  - occurring anywhere else unless arising from a sudden incident.
- ✗ Transmission of a computer virus by you.
- ✗ Professional advice.
- ✗ The recall or repair of any products or failure of such products.
- ✗ Deliberate or reckless acts by you.
- ✗ Contractual liability above the liability you would have without the contract, or where you have restricted your recovery rights.
- ✗ Loss due to date recognition, terrorism, asbestos, biological or chemical contamination.
- ✗ Fines, penalties and punitive damages.

#### Employers liability

- ✗ Deliberate or reckless acts you commit, condone or ignore.
- ✗ Injury to employees while they are offshore or in, entering or alighting a vehicle.

#### Contents

- ✗ Damage caused by:
  - wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause.
  - dryness, humidity, exposure to light or extreme temperatures other than from storm or fire.
  - coastal or river erosion or a rise in the water table.
  - theft from an unattended vehicle unless the item is out of sight in a locked boot.
  - frost, other than damage due to water leaking from burst internal pipes when the property is in use.
  - date recognition, a computer virus or hacker.
- ✗ Damage to property being cleaned or maintained.
- ✗ Damage to any electrical or mechanical plant or equipment directly resulting from its own failure.
- ✗ Computer breakdown, unless subject to a manufacturers'

- the expenses you have to pay solely as a direct result of identity fraud.
- damage to your employees' and visitors' personal effects.
- the costs of reconstituting business data and documents, caused by covered damage.
- the costs of replacing locks and keys following their theft.
- damage to your buildings following theft or attempted theft.
- compensation if any partner, director or employee of yours dies or is permanently injured within 2 years as a direct result of a robbery or attempted robbery.
- the cost of lost or unusable metered water or fuel as a result of covered damage to a storage tank, equipment or pipes.
- any undamaged tenant's improvements if your lease is cancelled as a result of damage.
- damage to contents in transit, at the home of any partner, director or employee or temporarily elsewhere.

✓ We will also pay costs to remove debris of contents, including from immediately adjacent areas

#### **Business interruption**

- ✓ Financial losses resulting solely and directly from an interruption to your business caused by covered damage:
  - to insured property;
  - to property in the vicinity of your office which hinders your access; or
  - at any of your EU suppliers' premises.
- ✓ Financial losses resulting solely and directly from your inability to use your business premises due to restrictions imposed by a public authority following:
  - a murder or suicide;
  - any outbreak of an infectious or contagious human disease that must be notified to the local authority;
  - injury or illness traceable to food or drink consumed on the premises; or
  - vermin or pests at the premises.

guarantee and loss of information due to computer error.

- ✗ The value to you of lost or distorted information.
- ✗ Misuse, faulty workmanship, design or faulty materials.
- ✗ Unexplained loss, disappearance or inventory shortage, or loss due to clerical or accounting errors.
- ✗ Pollution or contamination except damage to property caused by pollution or contamination resulting from other covered damage or other covered damage itself caused by pollution or contamination.
- ✗ Terrorism.

#### **Business interruption**

- ✗ Any interruption caused by terrorism.
- ✗ Damage at your suppliers' premises if caused by flood or earth movement.
- ✗ Insolvency.

#### **Applicable to all sections**

- ✗ Damage due to war, confiscation or any nuclear reaction or radiation.
- ✗ Claims brought outside of the countries listed in the schedule under applicable courts or for work undertaken outside of the countries listed in the schedule under geographical limits.



### **Are there any restrictions on cover?**

#### **Public and products liability**

- ! The most we will pay for your liability for pollution or contamination is a single limit of indemnity regardless of the number of claims.
- ! The most we will pay for your liability for products is a single limit of indemnity regardless of the number of claims.
- ! Where covered, the most we will pay for claims against multiple insureds is a single limit of indemnity.
- ! Where covered, the most we will pay for claims in the USA or Canada is a single limit of indemnity.
- ! We will only cover claims and losses where the injury, damage or denial of access occurred or was committed during the period of insurance.

#### **Employers liability**

- ! We do not cover any employee or volunteer that is not normally resident in the UK, the Channel Islands, the Isle of Man or Republic of Ireland.
- ! We will only cover claims where the injury occurred during the period of insurance.
- ! You must repay us for any payments we are required to make by virtue of any compulsory employers liability law that we would not have been liable to pay under this policy otherwise.

#### **Contents**

- ! We won't make any payment if the fire alarms, security systems and physical protections are not fully operational while the building is left unfurnished.
- ! We won't cover data reconstitution costs if you do not back up data at least once per week and keep copies elsewhere.
- ! If the amount insured is less than 85% of the value of your contents, we will proportionately reduce the amount we pay.
- ! We only cover loss by fraud or dishonesty of your partners, directors and employees if you notify us within 10 working days of discovery.
- ! We will only cover tenant's improvements if the cancellation of your lease is a valid condition of your lease and tenant's improvements are covered on your schedule.
- ! We only cover injury to partners, directors or employees aged between 16 and 70 at the start of the period of insurance.

! We won't cover damage to additional items unless you have told us about them and paid any additional premium.

#### **Business interruption**

- ! Supply failure of water, gas, electricity or telecoms services for the first 24 hours is not covered.
- ! We will pay for interruption from the incident for no longer than the time stated on the schedule.
- ! We only cover interruptions occurring in the period of insurance.
- ! If the annualised amount insured is less than 85% of your actual income or gross profit for the preceding 12 months we will proportionately reduce the amount we pay.
- ! For property insured elsewhere, we will only provide cover under this section if the damage occurred in the office.

#### **Applicable to all sections**

- ! We will only cover loss or damage occurring and claims made during the period of insurance.
- ! We will not cover the amount of any excess.
- ! Cover for certain items, types of loss or the bases of settlement are limited. All relevant limits can be found in the policy wording or schedule.



### **Where am I covered?**

At your business premises and anywhere else stated on your policy schedule, including 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, that all information provided to us is true, accurate and complete and if the information provided changes.
- You must take reasonable care to minimise any loss, damage, liability or failure.
- You must keep insured all property you own or are legally responsible for.
- You must tell us promptly about any claim, loss, damage, anything which is likely to give rise to a claim, including any event that might hinder you from carrying on your business. For claims or anything which is likely to give rise to a claim arising out of bodily injury you must notify us immediately and within 7 days.
- All fire, security and physical protection systems must be serviced under contract at least annually by a reputable company.
- You must tell us if your office will be unoccupied or not used for more than 30 days and about proposed renovation or building works over £75,000 at least 30 days before the work starts and before you enter into any contract for the works.
- You must report to the police any damage arising from theft, attempted theft, arson, malicious damage, riot or civil commotion.



### **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.

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**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.

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**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](mailto: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](mailto:info@fspoi.ie)  
Web: [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, you can also contact:

Commissariat aux Assurances  
7, boulevard Joseph II  
L-1840 Luxembourg  
Luxembourg  
Email: [caa@caa.lu](mailto: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](mailto: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>.

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**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](http://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](http://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](http://www.hiscox.ie/cookies) and privacy: [www.hiscox.ie/privacy](http://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](mailto:dataprotectionofficer@hiscox.com).

This important information document is effective from January 2019.