

Public and products liability

Insurance product information document



Company: Hiscox SA

Product: Public and products 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 their liability to other people following damage or injury caused as a result of their business.



What is insured?

- ✓ Your liability:
 - to others for death, injury, disease or property damage to any item being worked on, cleaned, treated or maintained occurring as a result of your business.
 - for false arrest, imprisonment, eviction, denial of access, nuisance or trespass as a result of your business.
 - to your clients for claims arising from your loss of keys or electronic passcards and the reasonable costs of the replacement of locks, keys or passcards.
 - to your clients for the unauthorised use of their telephone by your employees where notified to us within 3 months of the unauthorised use.
 - due to failing to secure your client's premises or set their intruder alarm.
- ✓ Your own losses and liability to your clients arising from fraud or dishonesty
- ✓ 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.
- ✓ Claims for financial loss.



What is not insured?

- ✗ Damage to your own property.
- ✗ Liability arising from: aircraft, watercraft over 20 feet, motorised vehicles (other than tools of trade) or animals.
- ✗ Theft of any aircraft, hovercraft, watercraft, motorised vehicle or trailer or any items contained within any of these.
- ✗ Injury to your employees.
- ✗ Your liability to pay a fine or penalty.
- ✗ Pollution or contamination occurring in the USA or Canada.
- ✗ Pollution or contamination anywhere else unless arising from a sudden incident.
- ✗ Professional advice.
- ✗ The recall or repair of any products.
- ✗ Contractual liability above the liability you would have without the contract, or where you have restricted your recovery rights.
- ✗ Deliberate or reckless acts by you.
- ✗ Transmission of a computer virus by you.
- ✗ Financial loss arising from unauthorised access to a computer system or interruption or interference with electronic communication.
- ✗ Loss due to war, asbestos, biological or chemical contamination 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.
- ✗ Claims arising from fraud or dishonesty where you do not have a suitable reference for the employee covering 2 years prior to commencing employment or liability to clients' arising out of the unauthorised use of a telephone.
- ✗ Claims for financial loss brought by an employee arising out of their employment or labour disturbances involving you or your employees.
- ✗ Claims for financial loss arising from fraud, dishonesty, insolvency or financial default, arising under passing off or infringement of copyright, patents or trademarks or arising from deceit or injurious falsehood.
- ✗ Claims for financial loss for the diminution in value of any property.
- ✗ Claims for financial loss arising under a contract or agreement.
- ✗ Claims for financial loss arising from the failure of any of your products, service, process or systems.

- ✗ Any work undertaken by bona fide sub-contractors where you have not taken all reasonable steps to ensure they have adequate public liability insurance with a limit of indemnity not less than this policy.
- ✗ Claims arising from any work involving the application of heat away from your premises.
- ✗ Any work undertaken in hazardous premises.
- ✗ Any work undertaken 25 metres above the ground or floor level.
- ✗ The disposal of waste materials at sites without a license.
- ✗ Claims arising from a failure to take reasonable steps to secure clients' premises as required.
- ✗ Consequential or trading losses.



Are there any restrictions on cover?

- ! 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 regardless of the number of claims.
- ! We will only cover claims and losses where the injury, damage or denial of access occurred or was committed during the period of insurance.
- ! 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 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 loss, damage or liability.
- You must tell us promptly about any claim or loss or anything which is likely to give rise to a claim or your discovery or the existence of reasonable grounds for your suspicion that an employee has behaved dishonestly.



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.

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.