

# 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 occurring as a result of the insured event.
  - for false arrest, imprisonment, eviction, denial of access, nuisance or trespass as a result of the insured event.
  - nuisance, trespass or interference with any right of air, light, water or way as a result of the insured event.
- ✓ Claims against customers for whom you are providing services under contract or venue owners or operators for whom you are required to provide insurance and you are liable for the claim providing they have not caused or contributed to the claim, they accept we can control the claim and cooperate, and they have not admitted liability or prejudiced the defence.
- ✓ Costs incurred with our prior consent to defend criminal proceedings relating to an actual or potential claim covered under this section of the policy.



### What is not insured?

- ✗ Damage to your own property, premises where you are carrying out work in connection with an insured event or venue premises.
- ✗ Liability arising from: aircraft, watercraft, hovercraft, motorised vehicles and their trailer, except where watercraft or motorised vehicles are contained within the venue for the purpose of display, demonstration or exhibition, equipment that does not require insurance under road traffic legislation or the loading or unloading of any vehicle.
- ✗ 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.
- ✗ Products manufactured or distributed by you other than food and drink supplied in the course of the insured event.
- ✗ 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 or your employees.
- ✗ Transmission of a computer virus by you.
- ✗ Loss due to terrorism.
- ✗ 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.
- ✗ Loss or damage to a visitor or employee's vehicle unless it is in a car park for which you are responsible, disclaimers are printed on any ticket where there is a charge, or the vehicle is being driven by your employees.
- ✗ Loss or damage to your motor vehicle or any vehicle in your care unless the vehicle is not owned, hired or rented by you and is being moved as it is an obstruction.
- ✗ Quarantine or travel restrictions caused by communicable diseases.
- ✗ Mechanical rides, inflatable play equipment and pyrotechnics.
- ✗ Death, injury, disease or property damage caused by the application of any treatment or therapy (other than water-based face paint).
- ✗ Abuse
- ✗ Death, injury, disease or property damage caused by impact or contact sports.



## Are there any restrictions on cover?

- ! The most we will pay for your liability is the sum insured which can be found in the policy wording or schedule.
- ! 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.
- ! 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.
- You must ensure that any contractor has adequate public liability insurance with indemnity equivalent or greater than the sum insured.



## 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.