

Professional indemnity – design and construct

Insurance product information document



Company: Hiscox SA

Product: Professional indemnity 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 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 negligence or breach of a duty of care in the performance of their business activities.



What is insured?

Claims against you

- ✓ Claims made against you for:
 - negligence or breach of a duty of care arising from the performance of any design or specification, supervision of construction or installation, feasibility study, technical information calculation or survey performed by you or on your behalf by sub-contractors.
 - infringement of intellectual property rights.
 - inadvertent breach of confidence or misuse of information, which is either confidential or subject to statutory restrictions on its use, or refers a dispute arising directly from matters covered above to adjudication under the Housing Grants Construction and Regeneration Act 1996.
- ✓ Mitigation costs for a problem that can be rectified and if left is likely to lead to a claim.

Your own losses

- ✓ Defence costs for criminal charges brought against you during the period of insurance for a breach of statute or regulation that applies to your business.



What is not insured?

- ✗ Investment of or direct advice on the investment of client funds
- ✗ Any design, specification, supervision of construction or installation, feasibility study, technical information calculation, survey or inspection which is not carried out by or under the direct supervision of a suitably qualified person.
- ✗ Defective workmanship, or any defective materials you, your sub-contractor or a third party have supplied or you or your sub-contractor's failure to supervise or inspect work.
- ✗ Overcharging of fees or commission by you.
- ✗ Your failure to maintain adequate insurance.
- ✗ Your failure to obtain and maintain adequate financing for a project
- ✗ The provision of estimates for construction costs.
- ✗ Your insolvency or financial difficulties or the insolvency or financial difficulties of any sub-contractor.
- ✗ Pollution or contamination.
- ✗ Work performed by a specialist, designer or consultant working for you, unless you have taken steps to ensure they have professional indemnity insurance and a written contract in place including arbitration and indemnity clauses.
- ✗ Any legal liability you agree to take on under any express agreement, warranty, indemnity, waiver or guarantee unless you would have been liable in any case or the liability arises from a collateral warranty or duty of care agreement. Liability under certain agreements is excluded in any event.
- ✗ Joint ventures to which you are a party.
- ✗ Personal liability of your directors or officers when acting in that capacity.
- ✗ Loss, damage, or destruction of any tangible property unless arising directly from any design, specification, feasibility study, technical, information calculation or survey.
- ✗ Breach of your obligations as an employer or discrimination, harassment or unfair treatment.
- ✗ Death, injury or disease unless directly arising from a breach of duty in the performance of a business activity.
- ✗ Your failure to account for any money received.
- ✗ Your liability to pay a fine or penalty, your lost profit or any trading loss, including exemplary damages under the Copyright, Designs and Patents Act 1988.
- ✗ Any costs awarded against you as a result of criminal proceedings.

- ✗ Deliberate or reckless acts by you.
- ✗ Transmission of a computer virus 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.
- ✗ Any you knew or ought to have known about that was not disclosed to us before we agreed to insure you.



Are there any restrictions on cover?

- ! The most we will pay is a single limit of indemnity regardless of the number of claims or losses.
- ! The most we will pay for the costs to defend all criminal proceedings is the amount shown in the schedule. This does not increase the limit of indemnity.
- ! 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



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 criminal proceedings.
- 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.