

Cancellation and abandonment

Insurance product information document



Company: Hiscox SA

Product: Employers 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 cancellation and abandonment 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 irrecoverable expenses and loss of profit as a result of the cancellation and abandonment of an insured event.



What is insured?

- ✓ Your irrecoverable expenses and loss of profit if the insured event is necessarily and unavoidably postponed, abandoned, cancelled, curtailed or relocated and is entirely beyond your control, or the control of your employees or agents or the event organiser, sponsors or financial supporters.
- ✓ Damages you are legally liable under contract to pay for failing to vacate the venue.

Additional covers

If we have agreed to pay your irrecoverable expenses or loss of profit, we will automatically extend your insurance to include the following:

- ✓ We will pay:
 - additional expenses incurred with our prior written agreement; or
 - emergency expenses incurred without our prior written agreement where the emergency measures were reasonable and necessary, to avoid or reduce loss, including additional expenses incurred to minimise any adverse effect a loss may have on a subsequent event.
- ✓ We will also pay reasonable and necessary expenses incurred in calculating an insured claim.
- ✓ If loss of profit is covered, we will pay for any refund of fees or charges where you can show it is commercially essential to refund such fees or charges.

Extra cover

If the overall sum insured has been exhausted by a claim we have agreed to pay for your irrecoverable expenses or loss of profit, we will increase the overall sum insured by the amount shown in your schedule to cover damages in respect of the above covers.

Reinstatement

If by postponing or relocating an insured event a claim could be avoided or reduced we will continue to cover the postponed or relocated insured event. We will automatically reinstate the sum insured to its full amount as a result of a loss insured under this section.



What is not insured?

- ✗ Any contractual breach by you.
- ✗ Unavailability of the venue due to work being carried out making it unusable (other than as a result of an emergency) unless such work is unknown to you.
- ✗ The inability of the owners, managers or operators of the venue to obtain the necessary licences, visas, permits and approvals necessary to allow use for the insured event, following the work referred to above.
- ✗ Terrorism.
- ✗ National, court or religious mourning unless for an individual aged below 70 years of age, a death or funeral in the same country as the insured event, the date or such death or funeral coincides with the date of the insured event.
- ✗ Any failure, withdrawal or inadequacy of necessary finance.
- ✗ Any financial failure or financial default by any person, corporation or entity.
- ✗ Lack of or inadequate receipts or sales.
- ✗ Inadequate, withdrawal of or no response or support from any person, corporation or entity.
- ✗ Lack of or inadequate attendance or insufficient interest prior to attendance.
- ✗ Industrial action or labour disputes, unless the inception date of this policy precedes the start of the insured event by at least 90 days.
- ✗ Any communicable disease, including that which leads to the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency or any travel advisory or warning being issued by a national body or agency.
- ✗ Alterations to or variance of the insured event without prior approval.
- ✗ Adverse weather in respect of any outdoor event or insured event held under canvas or in a temporary structure.
- ✗ Expenses and revenue if loss of profit is listed in the schedule, which have not been declared and agreed by us.
- ✗ Pollution or contamination unless its discovered unless it is discovered during the period of insurance and is a direct caused of a loss under the policy.
- ✗ Non-appearance of any persons or groups of persons other than you, the organiser or an individual or group of individuals speaking, performing or presenting at the insured event whose non-appearance would not prevent the commencement or completion of the insured event.
- ✗ Non-appearance of any speaker(s), performer(s) or presenter(s)

due to their presence being required on affairs of state or government matters.

- ✗ The failure or absence of teleconferencing, web conferencing or similar picture or data communication links to or from any part of the insured event.



Are there any restrictions on cover?

- ! Any fees or charges you retain will be deducted from any payment we make.
- ! If the amount insured does not represent the value to reinstate the insured property, we will proportionately reduce the amount we pay.
- ! We will only reinstate the sum insured to its full amount as a result of an insured loss for an additional premium.
- ! You should check the schedule to see which parts of this section are subject to a deductible.
- ! We will not cover the amount of the excess.
- ! Cover for certain items or types of loss or claim are limited. All relevant limits can be found in the policy wording or schedule.



Where am I covered?

Please check your policy schedule for the 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 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 tell us as soon as practicable of any threatened criminal action.
- You must not admit you are liable or make any offer of settlement unless you have our prior written agreement.
- You must ensure that all insured property is adequately packed and secured in transit.
- You must ensure that where insured property is left in an unattended vehicle the vehicle is securely closed and locked, any alarm fitted is activated, concealed from view and between sunset and sunrise kept in an enclosed building or secured compound.



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.