

Annual liability

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 annual liability 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 others, including employees, for damage to property, death and bodily injury.



What is insured?

Employers' Liability

- ✓ Your liability to your employees and volunteers for death, injury, or disease occurring as a result of your business.
- ✓ Your liability arising from asbestos or terrorism, limited to the minimum sum required by virtue of any compulsory employers liability law.

Employers' Liability Extensions (if selected)

- ✓ 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.
- ✓ Costs incurred with our prior consent to defend criminal proceedings relating to an actual or potential claim covered under this section of the policy, including:
 - the Health and Safety at Work etc. Act 1974;
 - the Health and Safety at Work (Northern Ireland) Order 1978;
 - in defence of allegations of manslaughter, corporate manslaughter or corporate homicide; or
- ✓ Your liability for personal injury to any employee outside Europe by virtue of any compulsory insurance or workman's compensation or similar legislation.

Public and Products Liability

- ✓ Your liability:
 - to others for death, injury, disease or property damage occurring as a result of your business.
 - for denial of access, nuisance, trespass or interference with any right of way, light, air or water as a result of your business.
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Public and Products Liability Extensions (if selected)

- ✓ Your legal liability:
 - for property damage to premises or fixtures or fittings which are leased to you.
 - for injury or property damage arising out of the use of any motor vehicle, including property damage to visitors or employees motor vehicles in any car park you are responsible for or whilst being moved with your permission.
- ✓ Costs incurred with our prior consent to defend criminal



What is not insured?

Employers' liability

- ✗ Injury to employees offshore or entering or alighting a vehicle.

Public and Products Liability

- ✗ Damage to your own property, soft ground or an item which which tools are being applied or work undertaken.
- ✗ Liability arising from: aircraft or watercraft (other than on non-commercial waterways or within the confines of the venue for the purposes of display, exhibition or demonstration).
- ✗ Injury to your employees.
- ✗ Pollution unless arising from a sudden incident.
- ✗ The recall or repair of any products, including in the USA or Canada other than food and drinks at events.
- ✗ Liability arising from:
 - cosmetics, therapy or treatment other than first aid.
 - sexual molestation, physical or mental abuse, assault or battery;
 - bouncy castles, inflatable, slides or rides, unless agreed by us and operated by a bona fide contractor;
 - design, specification or professional advice.
- ✗ Contractual liability above the liability you would have without the contract, or where you have restricted your recovery rights.
- ✗ Any communicable disease, which leads to the imposition of quarantine or restriction in movement, or any travel advisory or warning being issued by a national body or agency.
- ✗ Player to player liability for impact sports or contact sports.

General exclusions

- ✗ Any loss or liability arising from:
 - North American legal actions;
 - punitive exemplary aggravated or restitutionary damages, multiplied damages liquidated damages or any penalty clause, fine or penalty.
 - defamation, deceit, or injurious falsehood discrimination harassment or advertising injury.
 - Employment dispute issues.
- ✗ Any act, error or omission relating to employee benefits.
- ✗ Sums payable as required by Workmen's Compensation Acts, Social Security or Health legislation.
- ✗ Loss or liability due to asbestos, terrorism, war, 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.

proceedings relating to an actual or potential claim covered under this section of the policy, including:

- the Health and Safety at Work etc. Act 1974;
- the Health and Safety at Work (Northern Ireland) Order 1978;
- in defence of allegations of manslaughter, corporate manslaughter or corporate homicide; or
- Part II of the Consumer Protection Act 1987.

General extensions

- ✓ Claims against your principal where you are liable for the claim.
- ✓ Your liability to the venue owners for personal injury and property damage arising out of staging of an event by you at the venue.
- ✓ Compensation for court attendance in connection with a covered claim.
- ✓ Activities carried out in the name of a consortium or joint venture, limited to that part of work done by you.



Are there any restrictions on cover?

Employers' liability

- ! 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.
- ! We only cover claims if the injury occurred during the period of insurance.

Public and Products Liability

- ! In respect of the Defective Premises Act cover any liability which is otherwise insured.
- ! We will only cover claims where the damage occurred during the period of insurance.
- ! We will not cover:
 - liability assumed under any tenancy or other agreement.
 - any motor vehicle of yours, or provided or hired to you or being driven by you or with your consent or where insurance is compulsory or outside Europe.
 - any motor vehicle being driven by any employees.

General

- ! We will not cover the amount of the excess or deductible.
- ! Cover for certain items or types of loss or claim are limited. All relevant limits can be found in the policy wording or schedule.
- ! If you compromise more than one party we will treat each party as though a separate policy has been issued to each of them.



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 prevent accidents, maintain all premises and plant and equipment in good repair, employ only competent employees, act in accordance with all statutory obligations and regulations.
- 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 unattended vehicles are 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?

We may cancel this policy 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.

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.