

Burke Insurance non-manual liability insurance

Insurance product information document



Company: Hiscox SA

Product: Burke Insurance non-manual 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 public and employers' 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 professionals who carry out predominantly non-manual business activities and who wish to cover claims brought against them for bodily injury, or damage to third-party property as a result of their business.



What is insured?

Public liability

- ✓ Your liability:
 - to others for death, injury, disease or property damage occurring as a result of your business.
 - for false arrest, imprisonment, eviction, denial of access, nuisance or trespass as a result of your business.
- ✓ Personal liability of your directors, partners, employees and spouses as a result of death, injury, disease, property damage, false arrest, imprisonment or eviction whilst temporarily abroad.
- ✓ Claims against your customers where 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.

Employers' liability (where this cover is selected by you and shown on the schedule)

- ✓ Your liability to your employees and volunteers for death, injury, or disease occurring as a result of your business.
- ✓ Claims against your customers where 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.
- ✓ 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.



What is not insured?

Public liability

- ✗ Claims arising from abuse, assault, harassment, mistreatment or maltreatment.
- ✗ Loss or damage to your own property.
- ✗ Liability arising from aircraft, watercraft over 20 feet or motorised vehicles (other than tools of trade).
- ✗ Injury to your employees.
- ✗ Your liability to pay a fine or penalty.
- ✗ Pollution or contamination anywhere else unless arising from a sudden incident.
- ✗ Professional advice, plans, specifications or designs given by you.
- ✗ Your liability arising from any of your products other than for specialist food stalls and bakers where no deep fat frying takes place.
- ✗ The cost of recalling, removing, or replacing any product or its parts.
- ✗ The failure of your products to perform their intended function.
- ✗ Contractual liability above the liability you would have without the contract, or where you have restricted your recovery rights.
- ✗ Deliberate or reckless acts you commit, condone or ignore.
- ✗ Date recognition.
- ✗ War, terrorism, nuclear or asbestos risks.
- ✗ Transmission of a computer virus.

Employers' liability

- ✗ Deliberate or reckless acts you commit, condone or ignore.
- ✗ Injury to employees while they are offshore or in, entering or alighting a vehicle.

General – applicable to all sections

- ✗ Claims brought outside of the countries listed in the schedule under applicable courts.



Are there any restrictions on cover?

Public and products liability

- ! We will not cover the amount of the excess.
- ! Any loss insured elsewhere, except for payments in excess of such other insurance.

- ! Where covered, the most we will pay for claims against multiple insureds is a single limit of indemnity.
- ! We will only cover claims and losses where the injury, damage or denial of access occurred or was committed during the period of insurance.
- ! Cover for certain items or types of loss or claim is limited. All relevant limits can be found in the policy wording or schedule.

Employers' liability

- ! We do not cover any employee or volunteer that is not normally resident in the UK, the Channel Islands, the Isle of Man or Republic of Ireland.
- ! We will only cover claims where the injury occurred during the period of insurance.
- ! 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.



Where am I covered?

Public liability European Union, United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and Gibraltar. Employers liability anywhere in the world.



What are my obligations?

- You must take care when answering questions and ensure that all information is accurate and complete and let us know if the information provided changes.
- You must take reasonable care to prevent accident, injury and damage.
- You must tell us as soon as possible about any claim or loss by contacting us using the details shown in the policy.
- 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 us 30 days' written notice at any time. We will return a pro-rata proportion of your premium. However, we will not return amounts under €10.

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.