

Combined medical malpractice, public and products liability

Insurance product information document



Company: Hiscox Underwriting Ltd

Product: Combined medical malpractice, public and products liability insurance

Authorised and regulated by the FCA – register number 308922

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 damage, injury, negligence or breach of contract in the performance of their business.



What is insured?

Claims against you

- ✓ Claims made against you or your employee or volunteer for:
 - any bodily or mental injury, illness, disease or death of any person or the physical loss of or injury to or destruction of tangible property.
 - liability arising during a Samaritan act
 - any goods or products supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you.
 - negligence or breach of care.
 - dishonesty of your directors, partners, employees or sub-contractors.
 - libel or slander.
 - breach of confidentiality.
- ✓ If a client is dissatisfied with your work and refuses to pay your fees, we will pay you the amount owed if we believe it will avoid a legitimate claim.

Your own losses

- ✓ Loss you suffer from the dishonesty of your employees or sub-contractors.
- ✓ Cover for the restoration or replacement of lost, damaged, stolen or destroyed documents of yours or entrusted to you.



What is not insured?

- ✗ The operation of a pension or employee benefit scheme or dealing in stocks, shares or securities.
- ✗ Liability for breach of taxation, competition, restraint of trade or anti-trust legislation.
- ✗ Contractual liability above the liability you would have without the contract, or where you have restricted your recovery rights.
- ✗ Personal liability of your directors or officers when acting in that capacity.
- ✗ Activities carried out in the name of a consortium, joint venture or profit-sharing scheme unless previously agreed by us in writing.
- ✗ Loss of or damage to your own property.
- ✗ Breach of your obligations as an employer or discrimination, harassment or unfair treatment.
- ✗ Your liability to pay a fine or penalty, your lost profit or any trading loss.
- ✗ The recall or repair of any products.
- ✗ The performance of any business activity whilst under the influence of intoxicants or narcotics.
- ✗ Any liability arising from hepatitis non-A, HIV, AIDS or similar conditions.
- ✗ Sexual misconduct, whether or not taking place under the guise of treatment.
- ✗ Deliberate or reckless acts by you, or the dishonest individual leading to a claim against you for dishonesty.
- ✗ Any communication to the press, radio or television unless previously agreed with us.
- ✗ Transmission of a computer virus.
- ✗ Ownership or use of land, animals, aircraft, watercraft or motor vehicles.
- ✗ War, asbestos, pollution, 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 shortcoming 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 for all claims, losses and defence costs

is a single limit of indemnity regardless of the number of claims or losses. The relevant limit can be found in the policy schedule.

- ! We will not cover individual therapists unless we have given our prior agreement and you have paid any relevant additional premium.
- ! We will only cover claims made, losses suffered or losses from dishonesty discovered 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.



Where am I covered?

Please check your policy schedule for the countries listed in the 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, loss, suspicion of dishonesty or any shortcoming in your work which is likely to lead to a claim.
- 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.
- You must maintain and retain accurate records of all professional services and equipment used in procedures, for at least 10 years from the date of treatment and for minors for 10 years from the date they turn 18.
- You must handle, use and store all implements intended to be in contact with bodily fluid or to penetrate tissue in accordance with the manufacturers' instructions.



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 and we will ensure your complaint is directed to the relevant provider's complaints handling department.

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

By phone: +44 (0)800 116 4627

By phone from mobiles or abroad: +44 (0)1904 681198

By email: customer.relations@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
DO2 VH29

Phone: +353 1 567 7000

Email: info@fspoi.ie

Web: www.fspoi.ie

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

Hiscox Underwriting Ltd (the intermediary) underwrites policies on behalf of Hiscox Insurance Company Limited (an insurer), Hiscox S.A. (an insurer), certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and third-party insurers. The insurer(s) for your policy will be detailed in your policy schedule.

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.

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.

Our services

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 Financial Conduct Authority. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

About us

Hiscox Underwriting Ltd, is authorised and regulated by the Financial Conduct Authority in England and is regulated by the Central Bank of Ireland for conduct of business rules. Hiscox Underwriting Ltd 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 Underwriting Ltd is registered in England no. 02372789, at 1 Great St Helen's, London EC3A 6HX. Our FS Register number for the Financial Conduct Authority is 308922. You can check this on the FS's Register by visiting website <https://register.fca.org.uk/>. The FCA is the independent watchdog that regulates financial services in the UK.

We are permitted to arrange contracts of insurance.

Hiscox Ltd indirectly owns 100% of Hiscox Underwriting Ltd and Hiscox Insurance Company Limited.

Our relationship with you

We only offer Hiscox insurance products. These are underwritten by Hiscox Underwriting Ltd (the intermediary) on behalf of Hiscox Insurance Company Limited, Hiscox S.A., certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and partner insurers for certain parts of the cover (these will be set out in the policy schedule). We act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as an independent insurance intermediary.

Hiscox Underwriting Ltd receives commission for this from Hiscox Insurance Company Limited and Hiscox S.A. If you purchase a policy that is serviced or underwritten by a third party, we will set the price you pay for this policy which will be made up of the base cost from the supplier along with an element of profit and administration costs. In addition to this we may receive a profit share from the third party. We do not charge a separate fee for arranging the insurance. If you would like further details of the commission arrangement on this policy please contact us.

At your request we will endeavour to arrange cover based on the information you have provided. While we will provide you with information on the cover offered, you will not receive advice or a recommendation from us. 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 the insurer cancelling coverage in line with the terms and conditions of the policy.

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

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 www.hiscox.co.uk/cookies-privacy.

This important information document is effective from September 2018.

19317 - Regulatory IPID information – Ireland.

