

# O'Driscoll O'Neil events insurance portfolio

Insurance product information document



**Company:** Hiscox SA

**Product:** O'Driscoll O'Neil events insurance portfolio

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 event organisers 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 event organisers who wish to cover loss or damage to the event or venue property, the technical equipment used at the event, losses arising from the cancellation or abandonment of the event as well as provide protection for claims brought against them for bodily injury to their employees, or to any third party, or damage to third-party property as a result of the event.



### What is insured?

#### Public and products liability

- ✓ Claims brought against you, as a result of the insured event, by any third party for:
  - bodily or mental injury or damage to their property;
  - false arrest, detention, nuisance or trespass.

**The following are optional covers where cover is selected by you and is shown on the schedule.**

#### Employers' liability

- ✓ Claims brought against you by any employee or volunteer of yours for bodily or mental injury arising out their work at the event.
- ✓ Claims against others, including customers or venue owners, arising from an injury to an employee of yours as a result of an insured event.

#### Cancellation and abandonment

- ✓ Your irrecoverable expenses, up to the amount stated in the schedule, arising from the unavoidable postponement, abandonment, cancellation, curtailment or relocation of the insured event.
- ✓ Loss of net profit, up to the amount stated in the schedule, arising from the unavoidable postponement, abandonment, cancellation, curtailment or relocation of the insured event.
- ✓ Losses arising from your failure to vacate any third-party venue on the agreed termination date due to circumstances beyond your control.

You can extend your cover to include financial losses arising from non-appearance, adverse weather and terrorism for an additional premium.

#### Event property

- ✓ Loss or damage to:
  - event property, such as staging, rigging and seating up to the amount insured shown in the schedule;
  - technical equipment, such as sound, lighting and audio visual equipment, whilst at the insured event or in transit up to the amount insured shown in the schedule.
- ✓ Loss or damage to the venue property for which you are legally liable. Including fixed machinery, plant and equipment used for loading and unloading during the build-up or breakdown of the insured event.



### What is not insured?

#### Public and products liability

- ✗ Claims for any physical or mental abuse or any act of a sexual nature or any act undertaken with a sexual motive unless this cover has been selected at additional cost.
- ✗ Liability arising from:
  - the ownership, possession, maintenance or use of any aircraft, hovercraft, watercraft or mechanical vehicle;
  - bodily or mental injury to any employee or volunteer;
  - pollution unless caused by a sudden and identifiable act;
  - transmission of a computer virus;
  - designs, plans, specifications, formulae, directions or advice prepared or given by you.
- ✗ Loss or damage to property owned by you or in your care custody or control unless belonging to an employee or visitor whilst at the venue.
- ✗ Loss or damage to an employee's or visitor's motor vehicle unless the vehicle is within a car park for which you are responsible.
- ✗ Losses arising from certain hazardous activities inc mechanical rides, inflatable play equipment, fireworks, bonfires and contact sports.

#### Employers' liability

- ✗ Any act, breach or omission that you deliberately or recklessly commit, condone or ignore.
- ✗ Any claim for bodily injury to any employee or volunteer while being carried in or entering or alighting from any motor vehicle.

#### Cancellation and abandonment

- ✗ Losses arising from:
  - any breach of contract by you;
  - the unavailability of the venue due to work carried out by contractors which was known to you at inception of the policy;
  - the inability of the owners of the venue to obtain all necessary licenses to allow use for the insured event;
  - the failure, withdrawal or inadequacy of necessary finance;
  - adverse weather in respect of outdoor events unless this cover is purchased by you and shown in your schedule;
  - pollution or contamination;
  - communicable disease unless this cover is purchased by

- ✓ Continuing hire charges for insured equipment hired by you whilst it is repaired or replaced. The maximum we will pay for hire charges is 25% of the trade market value of the lost or damaged item or up to £100,000, whichever is less.

### Money

- ✓ Loss or damage to money while at a venue, in a night safe of a bank or building society and when in transit between the venue and a bank, safe deposit, building society or post office.

you and shown in your schedule;

- lack of sales or inadequate attendance;
- non-appearance of any person, other than you or the organiser of the event unless this cover is purchased by you and shown in your schedule;
- the failure of telecommunication links.

### Event property

- ✗ Damage to buildings owned or normally occupied by you.
- ✗ Loss or damage to clothing, personal property, jewellery, watches, precious metals or stones, furs, money, securities, deeds, evidence of debt or other valuable paper.
- ✗ Loss or damage to marquees and temporary structures unless shown as covered on your schedule.
- ✗ Damage due to wear and tear or any other gradually operating cause.
- ✗ Claims for mysterious disappearance or unexplained loss, including theft by any employee or subcontractor of yours.
- ✗ Loss arising from a deliberate or reckless act or omission by you or your employees.
- ✗ Theft or dishonesty by anyone to whom property is entrusted other than a transport company.
- ✗ Loss or damage to filming or sound recording equipment used in or for any hazardous activity.
- ✗ Loss or damage resulting from mechanical fault or breakdown.
- ✗ Any financial or consequential losses other than continuing hire charges.
- ✗ Loss of income which results from the incident.

### Money

- ✗ Losses due to a clerical accounting error or omission.
- ✗ Losses from, in or on an unattended vehicle.
- ✗ Losses from depreciation in value.
- ✗ Losses due to forgery, deception or fraudulent use of a computer or electronic transfer.
- ✗ Losses arising from theft or dishonesty by any person to whom the money is entrusted or loaned.

### General – applicable to all sections other than employers' liability

- ✗ Damage caused by or liability arising from terrorism.

### General – applicable to all sections

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



## Are there any restrictions on cover?

### Event property

- ! Theft from unattended vehicles unless the vehicle is securely locked with alarms activated and the items are secured from view.
- ! Theft from unattended vehicles between sunset and sunrise unless the vehicle is kept in a locked building or secure compound.
- ! Damage to property in transit unless it is adequately packed and secured.

### Money

- ! Money in transit in excess of €10,000 must be carried by at least two adults and in excess of €15,000 by at least three adults. Money in transit in excess of €25,000 must be carried by a professional security company.

### All sections

- ! 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?

The Republic of Ireland.



## 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?

You may cancel this insurance up to 90 days before the start of the event. At our discretion we may refund up to 50% of the premium paid unless a claim has been made or there are any circumstances which are likely to give rise to a claim.

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**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.

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**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](mailto: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](mailto:info@fspoi.ie)  
Web: [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, you can also contact:

Commissariat aux Assurances  
7, boulevard Joseph II  
L-1840 Luxembourg  
Luxembourg  
Email: [caa@caa.lu](mailto: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](mailto: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>.

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**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](http://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](http://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](http://www.hiscox.ie/cookies) and privacy: [www.hiscox.ie/privacy](http://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](mailto:dataprotectionofficer@hiscox.com).

This important information document is effective from January 2019.