

## **Hiscox Commercial Client**

**This document contains important information. Please read it carefully.**

It sets out 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.

This agreement will supersede any agreement previously in force. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

### **About us**

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Hiscox Commercial Client is a trading name of Hiscox Underwriting Ltd which is authorised and regulated by the Financial Conduct Authority ('FCA'). You may check our details on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning the FCA on 0800 111 6768. Hiscox Underwriting Ltd is a part of the Hiscox Group of companies. Our registered office is located at 1 Great St Helen's, London EC3A 6HX.

### **Our relationship with you**

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We offer insurance from the Hiscox Group of companies and partner insurers. Under the terms of these arrangements, we act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as a fully independent insurance intermediary. We will take care to ensure that if any conflict with your interests arises in our acting for insurers, it will be properly managed and handled fairly.

We agree to act as agent for insurers in handling the payment of premiums, return premiums or claims. This is subject to 'risk transfer' where insurers assume the credit risk so that payment by you of premium to us will be deemed payment to insurers and claims and return premium paid by insurers through us will not be deemed paid until you receive them. We do not receive or hold money on your behalf.

### **Our understanding of your insurance requirements**

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We only arrange Hiscox commercial insurance. At your request we will endeavour to arrange cover based on the information you have provided on a proposal form, over the telephone or by using the internet. Whilst we will provide you with information on the cover offered, you will not receive advice or a recommendation from us.

You must take reasonable care to ensure that your answers to any questions are honest and, to the best of your knowledge, complete. You must also tell us, as soon as possible, if there are any changes to the information you have given us. If you do not, it may affect any claim you make or could result in your insurance being invalid.

### **Payment**

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Once you have instructed us to confirm your wish to take up the insurance, we will provide you with your policy schedule which shows the premium due for your insurance and which includes any taxes that may be payable. We ask that you pay us promptly in accordance with the instructions given below. If you fail to pay your premium by a due date, your insurance may be cancelled from inception (the date your policy started).

### **Mid-term changes to your policy**

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If you need to make any changes to your insurance cover during the period of your policy (mid-term changes), please contact us immediately. We may also need to seek further information from you. We will confirm the revised terms for cover to you in good time following receipt of your instructions.

## Hiscox Commercial Client

### Renewal of your insurance

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We will approach you for renewal information or provide you with renewal terms when we obtain them from the insurers. We will also advise you if renewal is not being invited and of any alternative terms. We will then provide a statement of any proposed changes to the terms of the policy and its price.

**Please remember that your duty to make a fair presentation of every material circumstance applies for any alteration, extension or renewal of your insurance contract.**

### Confidentiality and data protection

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**All telephone calls with Hiscox Commercial Client are recorded for training and monitoring purposes.**

We may hold and process your personal data for the purpose of arranging and administering your insurance. This may also include sensitive personal data where necessary. We may share your personal data with third parties such as insurance providers, claims adjusters, fraud detection and prevention services and regulatory authorities. Where personal data relates to anyone other than yourself, you must obtain the consent of the person to whom the information relates, both to the disclosure of such information to us and its use by us as set out above.

All personal data will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected. To request a copy of the personal data we hold about you, please write to the Data Protection Officer at: Hiscox, 1 Great St Helen's, London EC3A 6HX.

We may contact you from time to time with details of other Hiscox products and services, similar products and services of third parties and we may share your details with carefully selected third parties for marketing and/or research and analysis purposes. If you prefer not to receive such information or do not want your data to be used in this way, please write to us at the address above.

### Complaints about our service to you

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We welcome any feedback you may have and kindly ask you to get in touch with your Hiscox Commercial Client point of contact in the first instance. If you prefer, contact Hiscox Customer Relations either by telephone on +44 (0)1904 681 198, by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com), or in writing at:

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

In the event that you remain dissatisfied you may refer the matter to the Financial Ombudsman Service without prejudice to your right to take legal proceedings. For further details on the Financial Ombudsman Service and eligibility, please visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation scheme

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We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations.

The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy, as described here. FSCS may arrange to transfer your policy to another insurer, provide a new policy or if these actions are not possible, provide compensation. Non-compulsory insurance (such as home insurance): the first £2,000 of a claim or policy is protected in full. Above this threshold, 90% of the rest of the claim or value of unused premiums will be met.

### Language

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As a UK firm, all documentation, correspondence and communications we provide to you will be in English unless we agree to use another language.

### Governing law and jurisdiction

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Hiscox Underwriting Ltd undertakes its activities as an insurance intermediary in accordance with the laws of England. Any disputes will be governed by and construed in accordance with the laws of England and subject to the jurisdiction of the courts of England.