



TOKIO MARINE
HCC

Summary of Cover

Miscellaneous Business Professional Multi Risk Insurance

WORDING: PMR MISC CIVIL AOC OP ML 0620

SUMMARY OF COVER

This is a guide to the cover given by the policy. It does not cover every provision of the policy wording, but your broker will be happy to discuss it with you in more detail. You should read the policy and the additional clauses for full details of the terms and conditions.

SECTION 1:

PROFESSIONAL INDEMNITY INSURANCE

Key features of the cover

- Insurance Act 2015 Compliant.
- Cover is provided on a civil liability basis and specifically provides cover for claims made against the Insured for legal liability arising from:
 - **Breach of professional duty;**
 - **Dishonesty of employees;**
 - **Libel or slander;**
 - **Unintentional breach of confidentiality;**
 - **Unintentional infringement of intellectual property rights.** (Many insurers limit this cover to copyright only);
 - **Loss of or damage to documents.**
- Costs of prosecuting claims for infringement of the Insured's intellectual property rights (sub-limit £25,000 in the aggregate).
- Costs of representation at any inquiry which has a direct relevance to any claim or circumstance (The Insurer's total liability under this Insuring Clause & Costs of criminal proceedings shall not exceed GBP 250,000 in the aggregate).
- Costs of criminal proceedings cover (The Insurer's total liability under this Insuring Clause & Costs of representation shall not exceed GBP 250,000 in the aggregate).
- **Data Protection cover.** This relates to the legal costs incurred to defend a criminal prosecution under the Data Protection Act.
- **Irrecoverable Fees.** Often claims can be avoided (and therefore business relationships saved) by consideration being given to waiving outstanding fees owed. Where it can be shown that the pursuit of such fees would result in a greater counter-claim then the cover allows us to work with the Insured closely and potentially reimburse the outstanding fees.
- Defence costs (lawyers, court costs, experts etc.) which are payable in addition to the Indemnity Limit.
- Cover for breach of contractual duty to exercise reasonable skill & care
- Compensation for Court Attendance (daily rates apply).
- Indemnity to Principals.
- Reputation management (up to a maximum of GBP 50,000 in the aggregate in the Period of insurance).
- Mergers and acquisition cover
- Cover for sub-contractors working under the Insured's supervision
- Mitigation of loss cover for rectifying a problem which otherwise would lead to a claim

Main exclusions

- Risks that should be insured elsewhere e.g. Employers and Public Liability, Public / Products Liability, (although we may be able to quote separately for this if required), Property, Land etc.
- Whilst our standard cover gives protection for work undertaken anywhere it does exclude North American Jurisdiction. We can normally extend the cover on request.
- War, Terrorism & Nuclear risks.
- Seepage and Pollution; Asbestos and Toxic Mould.
- The Excess.
- Claims and circumstances known at inception of cover.
- Trading losses, fines and penalties.
- Insolvency or bankruptcy of the Insured
- Viruses

SECTION 2:

GENERAL LIABILITY INSURANCE

Key features of the cover

- Insurance Act 2015 compliant

Employers Liability

- Cover is provided for your legal liability to employees injured whilst in your employment.

Public/Products/Pollution Liability

- Cover is provided for your legal liability to pay damages for bodily injury and/or damage to property occurring during the period of insurance.
- Cover is provided for your legal liability to pay damages for bodily injury and/or damage to property arising out of or in connection with any product occurring during the period of Insurance

Additional Benefits:

- Cross Liabilities: Each person or party specified as the Insured in the schedule is separately indemnified.
- Indemnity to Principals.
- Defence costs arising from the following:
 - i. representation at any Coroner's Inquest or Fatal Accident Inquiry;
 - ii. cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974;
 - iii. cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 in proceedings not consequent upon a deliberate act or omission;

Additional Conditions:

- Bona Fide Subcontractors Condition
- Burning Welding and Cutting Conditions
- Rights of Recourse Condition

SECTIONS 3 & 4: OFFICE PROTECT and LEGAL EXPENSES

This is a Sections Summary only and does not contain full terms and conditions of Sections 3 & 4 of the contract of insurance. These can be found in the Policy document, a copy of which is available on request. Excesses (the amount of any claim that you are responsible for) are shown on the Policy Schedule.

Sections 4 Insurers

Section 4: AmTrust Europe Ltd as security to ARAG plc

Who are all authorised and regulated by the Financial Conduct Authority.

SECTION 3: OFFICE PROTECT

Type of Cover

Office Protect Insurance designed to cover the assets and earnings of your business.

Significant features & significant or unusual exclusions or limitations

Sub-section 1: Material Damage

Cover

This Sub-section covers damage to Property caused by:

Fire, lightning, explosion, aircraft, earthquake, riot, malicious damage, theft, storm, flood, impact, escape of water, sprinkler leakage and accidental damage as defined under Sub-section 1 - Insurable Perils.

The Policy Schedule will show the Optional Limits and the Insured Perils that apply to each item.

Principal Extensions	Limit
Capital additions	The lesser of 10% of Sum Insured or £250,000 for additional Contents and Tenants' Improvements
Fire extinguishment expenses	£10,000 any one loss
Temporary removal	The lesser of 10% of the Contents Sum Insured or £100,000
Theft damage to buildings	£25,000 (if legally responsible for damage to the Premises)
Theft of keys and lock replacement	£1,500 in any one period of insurance
Exhibitions	£5,000 any one loss
Third party storage locations	£5,000 any one location/ £20,000 in any one period of insurance
Other locations	£2,500 any one loss/ £10,000 in any one period of insurance
Computer records	£10,000 in any one period of insurance

Principal Exclusions

- Absolute Coronavirus Exclusion
- Accidental erasure of electronic records
- Acts of fraud or dishonesty
- Bursting by steam pressure of boilers
- Cessation of work
- Change in temperature
- Computer Virus
- Corrosion, rust, wet or dry rot

- Damage to property that is the subject of a trade process
- Date recognition
- Defective workmanship design or materials
- Disappearance, unexplained loss
- Frost, change in water table level
- Inherent vice, latent defect, gradual deterioration
- Joint leakage, failure of welds
- Mechanical or electrical breakdown, power surges
- Pollution or contamination
- Spontaneous fermentation
- Storm and flood damage caused to fences, gates and property in the open
- Terrorism
- Theft not involving forcible and violent means
- Theft of property in the open
- Unoccupied property – various cover restrictions , refer to full wording for details .
- War,government action,radioactive contamination and sonic bangs
- Wear and tear, damage by pets

Additional Covers to Sub-section 1

Cover	Cover includes	Principal Exclusions
Glass Damage to glass and Office Front Blinds and Signs	<ul style="list-style-type: none"> • Damage to alarms • Damage to framework and contents caused by glass up to £2,500 • Sanitary ware up to £2,500 • Temporary boarding up • Lettering or other ornamental work and alarm foil up to £2,500 	Damage: <ul style="list-style-type: none"> • Caused by repairs or alterations • When the building is unoccupied • Caused by wear and tear or gradual deterioration • Caused by scratching or cracking • Caused by change in colour, temperature or climatic conditions • Defective design materials or inherent defects
Theft by Employees Loss of business money or goods caused by fraudulent acts of employees. <ul style="list-style-type: none"> • Limit £5,000 		<ul style="list-style-type: none"> • Losses discovered by you but not notified to us within 30 days • Loss attributed solely to any unexplained
Money Loss of business money or non- negotiable money either on the premises or elsewhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Limits are shown on the Schedule for money: <ul style="list-style-type: none"> • In the Premises during business hours • In transit (standard limit £3,000) • In the Insured's private dwelling house • In the Premises outside business hours and not in a safe • Secured in a locked unspecified safe (standard limit £3,000) 	<ul style="list-style-type: none"> • Clothing and personal effects up to £500 any one loss • Damage to safe and tills 	<ul style="list-style-type: none"> • Loss from an unattended vehicle • Shortage due to error or omission • Forgery or deception • Theft not involving forcible and violent entry • Theft by employees • Counterfeit money • Fraudulent or invalid payment • Loss from unconnected business activities

<p>Personal Accident (Assault) Benefits payable to Employees in the event of injury caused by thieves. Limits are shown in the Schedule for these benefits:</p> <ol style="list-style-type: none"> 1. Death 2. Loss of limbs or eyes 3. Permanent total disablement 4. Temporary total disablement 		<ul style="list-style-type: none"> • More than one of the Benefits 1-3 in respect of any one person • Any person under 16 years of age or over 70
<p>All Risks on Portable Property All Risks cover on portable property used in connection with the Business within the Geographical Area stated on the Schedule</p>		<ul style="list-style-type: none"> • Confiscation or detention • Unattended property unless contained in: <ul style="list-style-type: none"> • A securely locked building • A secure vehicle • Wear, tear, breakdown or depreciation
<p>Goods in Transit Goods in transit (comprising stock and trade samples) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</p>	<ul style="list-style-type: none"> • Packing materials up to £2,500 • Personal effects belonging to the driver up to £500 • Reloading cost up to £2,500 • Removal of debris up to £2,500 • Re-securing unsafe loads £2,500 • Transferring property to any other vehicle up to £2,500 	<ul style="list-style-type: none"> • Breakdown of refrigeration • Depreciation, delay, inadequate documentation • Erection dismantling or installation • Inadequate packing or addressing • Spillage leakage • Theft from open backed, curtain or soft sided or soft topped vehicles

Sub-Section 2: Business Interruption

Cover

This Sub-section covers

- Loss of gross revenue caused as a result of damage to Property covered in Sub-section 1
- Loss of outstanding debit balances caused by insured damage to accounting records

Optional Limits with 12 months indemnity period.

Principal Extensions	Limit
Accidental failure of public supply	£100,000 any one loss
Denial of access	£100,000 any one loss
Goods in transit	£50,000 any one loss
Premises closure or restrictions	£50,000 any one loss
Documents	£25,000 any one loss
Contract sites	£25,000 any one loss
Storage sites	£25,000 any one loss
Unspecified suppliers	£10,000 any one loss

Principal Exclusions

Refer to sub- section 1, Material Damage.

Sub-section 3: Equipment Breakdown

Cover

This Sub-section covers electrical or mechanical breakdown of covered equipment and damage caused as a result of explosion of steam boilers.

The Limit of Indemnity is £1,000,000

Principal Extensions	Limit
Damage to own surrounding property	£1,000,000 any one accident
Computer equipment	£500,000 any one period of insurance
Business interruption	£100,000 any one accident
Computer reinstatement of data	£50,000 any one accident
Computer increased cost of working	£50,000 any one accident
Expediting expenses	£20,000 any one accident
Deterioration of refrigerated stock	£15,000 foodstuffs any one premises any one period of insurance
Hazardous substances	£10,000 any one accident
Loss of contents of oil tanks	£10,000 any one accident
Hire of substitute item	£5,000 any one accident
Portable computer equipment	£5,000 any one accident

Principal Exclusions

Damage caused by or resulting from:

- A pressure test of any boiler or pressure vessel
- An insulation breakdown test of any type of electrical equipment
- Any defect, virus, loss of data loss of access within or involving media data
- Wear and tear, corrosion or other gradually developing conditions
- With respect to public authorities:
 - fines
 - any liability to a third party
 - any increase in loss due to a hazardous substance
 - increased construction costs until the building is replaced
- Loss or damage recoverable under a maintenance agreement warranty or guarantee
- With respect to deterioration of stock:
 - deliberate acts of electricity suppliers
 - neglect/misuse
 - incorrect setting of thermostats
- Any condition which can be corrected by re-setting calibrating re-aligning tightening adjusting or cleaning or by the performance of maintenance

Property Excluded

- Buildings and structures
- Electronic equipment

- Equipment manufactured by the insured for sale
- Tools and dyes
- Equipment requiring periodic renewal
- Insulating or refractory material
- Manufacturing, process, production equipment
- Mobile plant and equipment
- Vehicles or any equipment mounted on vehicles
- Aircraft, watercraft
- Electricity generation equipment

SECTION 4: LEGAL EXPENSES

Cover

This sub-section will pay legal costs including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

Covers provided under Section 4: Legal Expenses are:

Contract Disputes, Employment Disputes and Compensation Awards, Legal Defence, Statutory Licence Appeal, Property Protection, Personal Injury, Tax Protection.

Limit of indemnity: £100,000 any one claim.

The total of compensation awards payable by us is £1,000,000 in any one period of insurance.

Policy Benefit	Principal Exclusions
<p>Contract Disputes</p> <p>Negotiating for your legal rights in a contractual dispute arising from an agreement or alleged agreement entered into by you or on your behalf, for the purchase or hire or sale or provision of goods or services, providing the amount in dispute exceeds £500 (including VAT).</p>	<ul style="list-style-type: none"> • The amount in dispute must exceed £500 (incl VAT). • Disputes arising within the first 90 days of the policy if the agreement was entered into before the start of the policy. • Disputes concerning a loan, mortgage, pension, guarantee or any other financial product. • Disputes arising from the sale or provision of computer hardware, software, systems or services; or the purchase or hire of tailored computer hardware, software, systems or services.
<p>Employment Disputes and Compensation Awards</p> <p>1. Employment disputes</p> <p>Defending your legal rights before the issue of proceedings in a court or tribunal following dismissal of an employee, or where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure.</p> <p>Defending your legal rights in respect of any dispute with an employee or ex-employee relating to their contract of employment.</p> <p>Defending your legal rights in respect of any dispute with an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</p> <p>2. Compensation awards</p> <p>In respect of a claim we have accepted under Employment disputes cover, we will pay any basic and compensatory award and/or compensation awards arising from an alleged breach of an employee,</p>	<p>1. Employment disputes</p> <ul style="list-style-type: none"> • Damages for personal injury or loss or damage to property • Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations. <p>2. Compensation awards</p> <ul style="list-style-type: none"> • A compensation award relating to failing to comply with a current or previous recommendation by a tribunal • A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

prospective employee or ex-employee's statutory rights under employment legislation; provided that throughout the employment dispute, you have either followed the ACAS Code of Disciplinary and Grievance Procedures in Employment, the equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or sought and followed advice from the AmTrust Europe Ltd service.

3. Employee civil legal defence

Defends the insured person's legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- i. under legislation for unlawful discrimination; or
- ii. as trustee of a pension fund set up for the benefit of your employees.

4. Service Occupancy

Negotiating for your legal rights against an employee or ex-employee to recover possession of premises which are owned by you or for which you are responsible.

3. Employee civil legal defence

- We will only provide cover for an insured person at your request.

4. Service Occupancy

- Defending claims apart from defending a counter-claim.

Legal Defence

- Defending your legal rights or your employees' legal rights prior to legal proceedings when dealing with the police or the relevant Health and Safety authority where it is alleged that you or your employees have or may have committed a criminal offence in connection with your business activities.
- Defending non-motor criminal prosecutions arising from your business activities.
- Defending civil actions taken against you or your employees for compensation under section 13 of the Data Protection Act 1998, including the payment of any compensation award made against you or your employees.
- Appealing against the refusal of the Information Commissioner to register your application for registration.
- Appealing against the imposition or terms of any Statutory Notice issued under UK legislation affecting your business.
- Defending a civil action taken against you for wrongful arrest in respect of an accusation of theft.
- The attendance expenses of your employees for jury service.

- Parking offences.

- Any investigations and/or prosecutions that are not in direct connection with the activities of the business.

Statutory Licence Appeal

Appealing to the relevant statutory or regulatory authority, court or tribunal, following a decision by a licensing or regulatory authority to suspend, alter, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

- Assistance with original or renewal application process.
- The ownership, driving or use of a motor vehicle

Property Protection

Pursuing your legal rights in a civil action following an event causing physical damage to material property which you own or are responsible for, or any nuisance or trespass.

- Goods in transit or goods lent or hired out.
- Motor vehicles unless the business is engaged in the selling of motor vehicles.

Personal Injury

At your request, pursuing your employees' and their family members' legal rights following their death or bodily injury.

- Any illness or bodily injury that happens gradually.
- Psychological injury or mental illness.
- Clinical negligence.

Tax Protection Tax enquiries

Negotiating on your behalf and representing you in any appeal

- Any failure to register for VAT or Pay As You Earn.

proceedings following a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check.

Employer compliance disputes

Negotiating on your behalf and representing you in any appeal proceedings in a dispute concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

VAT disputes

Negotiating on your behalf and representing you in any appeal proceedings arising out of a dispute with HM Revenue & Customs.

- Any claims relating to import or excise duties and import VAT.
- Any investigations or enquiry into alleged dishonesty or criminal offences.

OTHER PRINCIPAL TERMS APPLICABLE TO SECTIONS 3 & 4:

Principal General Section Exclusions

- Late reported claims
- Legal action we have not agreed to
- Intellectual property rights
- Deliberate acts
- Franchise or agency agreements
- Judicial review
- Nuclear, war and terrorism risks
- Defamation
- Calendar date devices

Period of cover

The policy duration is 12 months and is annually renewable (unless shown differently on your policy schedule).

Cancellation

If this Section of the cover does not meet your requirements you have the right to cancel it within 14 days of inception. We shall return the full premium relating to this Section within 30 days of receipt of your request to cancel.

If you wish to terminate the cover at any other time, please contact the Broker, Intermediary or Agent who arranged the Policy

Law applicable

Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

How to make a claim under Section 3 - Office Protect

Helping you with your legal problems

If you wish to speak to our legal teams about a legal problem, please phone us on 0344 893 0859. We will ask you about your legal issue and if necessary call back to give legal advice.

Making a claim

(Section 3, Sub-sections 1 – 3)

In the event of any circumstance which may give rise to a claim, you will:

- notify **us** immediately by contacting our 24 Hour Claims Line: 0207 256 3102. Our claims helpline is open 24 hours a day, alternatively you can contact your insurance adviser who will help us deal with your claim quickly and fairly. Telephone calls may be monitored and recorded
- deliver to **us**, as **we** may require, a written claim containing as much information as possible concerning the incident, loss, destruction, damage, accident or **injury**, including the amount of the claim,

- i. Immediately in the case of damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons
 - ii. No later than 30 days after the expiry of the **indemnity period** in respect of claims against Loss of income unless **we** extend this time limit
 - iii. Within 30 days of the circumstance giving rise to any other claim unless we extend this time limit
- c. notify the police immediately it becomes evident damage is caused by malicious persons or thieves
 - d. not admit or repudiate liability, nor offer to settle, compromise, make or promise to make payment without **our** written agreement
 - e. inform **us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **us** immediately every relevant document
 - f. take all reasonable action practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss
 - g. produce to **us** such books of account or other **business** books or documents or such other proofs as may reasonably be required by **us** for investigating or verifying the claim.

(Section 4 only)

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone us on 0344 571 7978 and we will give you a reference number. At this point we will not be able to tell you whether the claim is covered or not but we will pass the information you have given us to our claims-handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

Complaints (Sections 3 & 4)

If you have a complaint about your policy you should in the first instance refer to your insurance broker/intermediary or advisor, if any. If your complaint relates to a claim on your policy please contact the department dealing with your claim. If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

In the event that we are unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

Compensation (Sections 3 & 4)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

Further information can be obtained from: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.
Telephone: 0800 678 1100 or 020 7741 4100.

Email: enquiries@fscs.org.uk. Website: www.fscs.org.uk.

SECTION 5: MANAGEMENT LIABILITY

The cover under this Section is Insurance Act 2015 compliant.

Key features of cover - All Insuring Clauses

- Any one claim limits
- Advancement of Defence Costs
- Automatic 120 month discovery period for Retired Directors
- Automatic cover for newly acquired or created subsidiaries
- Emergency Costs

Directors and Officers (D&O)

Key features of cover

- Worldwide Cover
- Claims made against past, present or future Directors and Officers for legal liability arising from the actual or alleged failure to properly discharge all Managerial and Statutory responsibilities as a Company Director
- Any failure to comply with laws or regulations such as the UK Companies Act 2006, Health & Safety at Work Act 1974, The Corporate Manslaughter and Corporate Homicide Act 2007, Insolvency Act 1986
- Legal costs associated with defending any official investigation into the Companies affairs.
- Employment claims made by any employee alleging harassment, discrimination or wrongful termination against individuals
- Inaccurate, inadequate or misleading disclosure in a Company document such as the annual Report and Accounts
- Non-Executive Directors Additional Limit
- Automatically includes 45 days cover on the same terms following management buyout of a subsidiary
- Civil Fines and penalties
- Health and safety defence costs
- Coverage for Spouses and Domestic Partners

Main Exclusions D&O and all Insuring Clauses

- Risks that should be insured elsewhere e.g. Employers and Public / Products Liability, Professional Indemnity
- Unlawful Conduct
- Insured versus Insured claims but only if brought in the USA
- Claims and circumstances known at inception of cover
- Claims arising out of an offering of securities
- Pollution other than defence costs and shareholder claims
- Public or Private Offering

Corporate Liability (CL)

Key features of cover

- Claims made against the company or its subsidiaries for legal liability arising from any actual or alleged act, error or omission
- Claims brought within the European Union

Extensions

- Investigation Costs arising out of any Investigation by a Government or Judicial agency
- Cover for claims based on the UK Corporate Manslaughter and Corporate Homicide Act 2007 or equivalent in included territories
- Cover for claims based on the 2010 UK Bribery Act in the UK

Main Exclusions

- The Retention
- Contractual Liability
- Products Liability
- Infringement of patent and copyright
- Trading Losses
- Anti-trust claims
- Loss of Documents or Data
- Failure of any hardware or software to function as expected or intended, or any loss/damage from the transmission of any virus, program or code

Company Employment Practice Liability (EPL)

This extension only applies if it is shown in the Schedule

Key features of cover

- Any specified Employment practice claim brought in the European Union by the Company's employees against the Company or its subsidiaries arising from:
 - Unfair dismissal, wrongful termination of employment or victimisation
 - Employment-related misrepresentation
 - Sexual or other harassment
 - Wrongful Discrimination related to employment
 - Wrongful discrimination related to employment
 - Character defamation, or to the giving of a reference to an ex-employee
 - Failure to employ or promote
 - "Whistle-blower" retaliation

Main Exclusions

- The Retention
- Contractual Liability

- Specific Legislation – UK Pensions Act 1995 & 2004, UK Trade Union and Labour Relations (Consolidation) Act 1992, TUPE 2006, Health & Safety at Work Act 1974
 - Wage and Hour – any claim related to the failure to comply with any law or regulation which regulates minimum wages, working time, workers compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, pension or retirement plans
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Contact us

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