

Professions and Specialty Commercial – Endorsement

IMPORTANT NOTICE: CHANGES TO YOUR POLICY DUE TO BREXIT

As a result of the likely departure of the United Kingdom from the European Union (Brexit), **we** have had to make some changes to how **our** policies are underwritten from 1st January 2019.

Please note that the changes referred to in this notice do not affect the cover provided under the policy.

Previously **our** policies were underwritten by Hiscox Underwriting Ltd (HUL) as an intermediary on behalf of the insurers shown in the schedule. Most sections of the policies were insured by Hiscox Insurance Company Limited (HIC), although some sections were insured by other insurers, as detailed on the schedule.

As a result of Brexit, sections of **our** policies that were previously insured by HIC are now insured by Hiscox SA (HSA) directly. HUL will no longer act as intermediary. HSA is an insurance company in the Hiscox group, domiciled and regulated in Luxembourg.

As a result of the change of insurer from HIC to HSA, **we** have had to make a number of changes to the way in which **our** policies are administered, including how complaints are dealt with.

In order to reflect these changes, the following amendments are made to **your policy**, including the schedule:

	Amended to read:
References to Hiscox Insurance Company Limited:	Hiscox SA
Address:	Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG Local branch office: Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND Website: https://Hiscox.ie
Company number:	Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018 Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764
Regulator:	Hiscox SA is subject to the supervision of the Commissariat aux Assurances Local branch regulator: Central Bank of Ireland
Signatory:	Richard O'Dwyer Managing Director, Hiscox SA (Irish branch)
Contact number and email address for Customer Relations	Customer relations: customerrelations.ireland@hiscox.com +353 1 238 1810
Contact numbers and email addresses for Claims	Liability claims: liabilityclaims.ireland@hiscox.com +353 1 238 1811 Commercial property claims: commercialpropertyclaims.ireland@hiscox.com +353 1 238 1812

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Complaints:	<p>Customer Relations Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1 238 1810 or +353 1800 901 903 (free toll number), or by email at customerrelations.ireland@hiscox.com.</p>
Complaints (regulator):	<p>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.</p> <p>The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.</p> <p>Contact details: Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin DO2 VH29</p> <p>Phone: +353 1 567 7000 Email: info@fspo.ie Web: www.fspo.ie</p> <p>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.</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: caa@caa.lu</p> <p>Insurance Ombudsman ACA, 12, rue Erasme, L - 1468 Luxembourg LUXEMBOURG Phone: +352 44 21 44 1 Fax: +352 44-02-89 e-mail: mediateur@aca.lu</p>
In addition, any references to Hiscox Underwriting Ltd in your policy are removed.	

Please read the schedule to see whether Breach costs, Cyber business interruption, Hacker damage, Cyber extortion, Privacy protection or Media liability are covered by this section.

The General terms and conditions and the following terms and conditions all apply to this section.

**Special definitions
for this section**

Advertising	Advertising, publicity or promotion in or of your products or services, including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
Breach	<ol style="list-style-type: none">1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of personal data, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the data subject; or2. any unauthorised acquisition, access, use or disclosure of personal data which triggers your obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.
Breach forensic costs	Following a possible breach , the costs you incur for computer forensic analysis conducted by outside forensic experts to confirm the breach and identify the affected data subjects , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts .
Cloud provider	Any entity providing hardware or software services to you over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
Computer system	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Credit monitoring costs	Following a breach , the costs you incur to provide one year of credit monitoring services or other credit protection services to each affected data subject . Such services must be redeemed by the data subject within 12 months of the data subject first being offered such services.
Data subject	Any natural person who is the subject of personal data .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such duties. You and your independent contractors will not be treated as employees under this section.
Hacker	Anyone, including an employee of yours , who maliciously targets you and gains unauthorised access to or unauthorised use of your computer system or data held electronically by you or on your behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
Illegal threat	Any threat from a third-party to: <ol style="list-style-type: none">a. damage, destroy or corrupt your computer system, programmes or data you hold electronically, or any programmes or data for which you are responsible, including by specifically introducing a virus; orb. disseminate, divulge or use any electronically held commercial information which:<ol style="list-style-type: none">i. you are responsible for;

Cyber and data

Policy wording

- ii. is not in the public domain; and
- iii. will cause commercial harm if made public;

following any unauthorised external electronic access by that third-party.

Income	The total income from your business .
Increased costs of working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimising the reduction in income from your business during the indemnity period , but not exceeding the reduction in income saved.
Indemnity period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
Loss	Any financial harm caused to your business .
PCI charges	Any charges, fines, penalties, levies, costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.
PCI DSS	Payment Card Industry Data Security Standard.
Personal data	Any non-public individually identifiable information about a data subject , including but not limited to such information protected by the Data Protection Act 1988 or any similar or successor legislation.
Privacy forensic costs	Following a claim under What is covered, Claims against you , Privacy protection, the reasonable and necessary costs incurred by you with our prior written consent for forensic services conducted by outside forensic experts to defend a claim .
Privacy investigation	Any official examination, official enquiry or official investigation brought against you based on the same allegations as a claim under What is covered, Claims against you , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
Privacy investigation costs	All reasonable and necessary lawyers' and experts' fees and legal costs, including privacy forensic costs , incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation , but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this section.
Regulatory award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .
Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date you first took control of such entity, unless otherwise agreed by us in writing.
Subsidiary	An entity that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance .
Time excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under What is covered, Your own losses , Cyber business interruption.
You/your	Also includes: <ul style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations;2. any subsidiary.

What is covered

Your own losses

1. Breach costs

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:

 - a. **breach forensic costs**;
 - b. outside legal fees **you** incur in managing **your** response to the **breach**;
 - c. costs **you** incur to notify each affected **data subject** of the **breach**;
 - d. costs **you** incur to notify any regulatory body, including the Data Protection Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
 - e. costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
 - f. **credit monitoring costs**;

incurred with **our** prior written agreement.
- Breach by suppliers

We will indemnify **you** against any **loss** falling within the scope of **What is covered**, **Your own losses**, Breach costs, which arises as a result of any **breach** caused by a supplier of **yours**.
2. Cyber business interruption

We will insure **you** for **your** loss of **income**, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:

 - a. the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system**, **programmes** or data **you** hold electronically; or
 - b. a **hacker** who specifically targets **you** alone.
3. Hacker damage

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:

 - a. damaging, destroying, altering, corrupting, or misusing **your computer system**, **programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
 - b. copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;

we will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system**, **programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.
4. Cyber extortion

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that **you** can demonstrate to **us** that:

 - a. the ransom was paid, or the goods or services were surrendered, under duress;
 - b. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
 - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.

We will also pay:

 1. the fees of **our** appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
 2. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Claims against you

5. Privacy protection

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**:

- a. any party brings a **claim** against **you** for **your** actual or alleged:
 - i. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
 - ii. breach of duty to maintain the security or confidentiality of **personal data**;
 - iii. breach of any duty of confidence, including in respect of any commercial information; or
 - iv. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy; or

b. **you** are the subject of a **privacy investigation**;

we will pay:

1. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**;
2. any **regulatory award**;
3. **PCI charges**; and
4. **privacy forensic costs, privacy investigation costs and defence costs**.

6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

What is not covered

A. **We** will not make any payment for any **claim** or part of a **claim** (including **defence costs**) or any **loss, breach, privacy investigation, illegal threat** or interruption directly or indirectly due to:

Breach of professional duty

1. any **claim** under **What is covered, Claims against you**, Privacy protection made by any individual or entity to whom or which **you** have provided professional advice or services.

Failure by service providers

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, **cloud provider** but not including the hosting of hardware and software that **you** own, or other utility provider.

This exclusion does not apply:

- a. where **you** provide such services as part of **your business**;
- b. to **What is covered, Your own losses**, Breach costs, Breach by suppliers.

Intellectual property

3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any **claim** under **What is covered, Claims against you**, Media liability.

Patent or trade secret

4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or

Hack by director or partner	5.	trade secret. any individual hacker within the definition of you .
Destruction of tangible property	6.	any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.
Bodily injury	7.	any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
Seizure and confiscation	8.	any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system .
War, terrorism and nuclear risks	9.	war, terrorism or nuclear risks .
Defamatory statements	10.	any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
Insolvency	11.	your insolvency or the insolvency of your suppliers or sub-contractors.
Pre-existing problems	12.	any matter that prior to the first date of the period of insurance you knew or reasonably ought to have known would be likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption.
Dishonest and criminal acts	13.	any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned or any act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business . However, this exclusion will not apply unless: <ol style="list-style-type: none"> a. such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or b. such conduct, wilful violation of the law or act has been established by your admission in a proceeding or otherwise; or c. you or we discover evidence of such conduct, wilful violation of the law or act; at which time you shall reimburse us for all payments made by us in connection with such conduct, wilful violation of the law or act and all of our duties in respect of that entire claim, loss, breach, privacy investigation, illegal threat or interruption shall cease.
Reckless conduct	14.	any conduct committed by you in reckless disregard of another person's or business' rights, but not in respect of a covered claim for defamation. B. We will not make any payment for:
Claims brought by a related party	1.	any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest. However, this does not apply to a claim based on a liability to an independent third-party directly arising out of your business .
Media liability claims by employees	2.	any claim under What is covered, Claims against you , Media liability made by any person or entity that you currently employ or formerly employed, including but not limited to employees , freelancers, and independent contractors.
Fines, penalties and sanctions	3.	criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.

	<p>However, this does not apply to:</p> <ol style="list-style-type: none"> a. PCI charges; or b. regulatory awards if insurable in the jurisdiction where such award was first ordered.
Claims outside the applicable courts	<p>4. any claim brought outside the applicable courts.</p> <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>
Credit monitoring costs	<p>5. credit monitoring costs unless:</p> <ol style="list-style-type: none"> a. arising from a breach of a data subject's Personal Public Service Number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; or b. you are required by any law or regulation to provide credit monitoring or credit protection services.
Non-specific privacy investigations	<p>6. any privacy investigation arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to an alleged breach of privacy by you.</p>

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant **excess** shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one **excess**, being the highest applicable **excess** shown on the schedule.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits.

Cyber business interruption

Following a covered interruption, **we** will pay the difference between **your actual income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

You must bear the **time excess** in respect of each covered interruption.

Special limits

Regulatory awards

The most **we** will pay for the total of all **regulatory awards** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

PCI charges

The most **we** will pay for the total of all **PCI charges** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Control of defence

Defence arrangements

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim** or **privacy investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **privacy investigation**. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

We will not pay any **defence costs, privacy investigation costs, privacy forensic costs** or **credit monitoring costs** for any part of any **claim** or **privacy investigation** not covered by

Paying out the limit of indemnity

this section.

At any stage of a **claim, loss, breach, privacy investigation, illegal threat** or interruption, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss, breach, privacy investigation, illegal threat** or interruption, including any **defence costs, privacy forensic costs, privacy investigation costs** or **credit monitoring costs**.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
 - a. any **claim, loss, breach, privacy investigation, illegal threat** or interruption; or
 - b. anything which is likely to give rise to a **claim, loss, breach, privacy investigation, illegal threat** or interruption.

If **we** accept **your** notification **we** will regard any subsequent **claim, loss, breach, privacy investigation** or interruption as notified to this insurance.

2. unless **you**:
 - a. inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
 - b. keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.
3. if, when dealing with any client or third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
4. if **you** fail to ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts.