

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

Professions and Specialty Commercial – Endorsement

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.	

**Special definitions
for all property
sections**

Activities	Your activities declared to us and accepted by us , or the business activities stated on the schedule.
Amount insured	The most we will pay as stated in the schedule. Unless we say otherwise, the amounts apply to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage.
Breakdown	<ol style="list-style-type: none"> 1. Breaking, failure, distortion or burning out of any part of equipment or a computer whilst in ordinary use, arising from defects in the equipment or computers causing its sudden stoppage and necessitating repair or replacement before it can resume work; 2. fracturing of any part of equipment or a computer by frost which renders such equipment or computers inoperative; or 3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.
Buildings	<p>The buildings, which belong to you or for which you are legally responsible, at the premises stated in the schedule, including:</p> <ol style="list-style-type: none"> 1. outbuildings and annexes; 2. fixtures and fittings, fixed fuel tanks; 3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises; 4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains. <p>The land at the premises is not included within this definition.</p>
Computers	Computers, handheld devices and ancillary equipment, which belong to you or for which you are legally responsible, including software and data carrying media but excluding data or information entered by you or on your behalf.
Damage	Accidental physical loss or physical damage.
Declared amount	<p>Any amount stated in the schedule which you have declared as:</p> <ol style="list-style-type: none"> 1. your actual income or gross profit or fees; 2. the total replacement value of your contents; or 3. the total costs of rebuilding your buildings.
Earth movement	Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption or subsidence and any ensuing tsunamis.
Employee's home	The home of any partner, director, trustee, committee member, employee or volunteer of yours within the United Kingdom .
Equipment	<p>Equipment, which belongs to you or for which you are legally responsible:</p> <ol style="list-style-type: none"> 1. built to operate under vacuum or pressure, other than the weight of contents; or 2. used for the generation, transmission or utilisation of energy. <p>Computers are not included in this definition.</p>
Event location	Any location within the United Kingdom where you are attending a promotional event or exhibition in connection with your activities .
Explosion or collapse	<ol style="list-style-type: none"> 1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured equipment together with forcible ejection of the contents; or 2. sudden and dangerous distortion of any part of the insured equipment caused by crushing stress by force of steam or other fluid pressure.

Property definitions

Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.

Failure

Damage caused by:

1. electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force;
2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
3. **explosion or collapse of equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure;
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure;
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

Fees

The difference between **your income**, and the sum of the wage roll of persons supplied to all clients by **you** under contract and **uninsured working expenses**.

First loss limit

Any **amount insured** stated in the schedule as a first loss limit, where, with **our** consent, **you** have selected a limit that is less than the **declared amount**.

Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

Gross profit

The difference between the sum of **your income**, closing stock and work in progress and the sum of **your** opening stock, work in progress and **uninsured working expenses**.

Hacker

Anyone who maliciously targets **you** and gains unauthorised access to **your** website, intranet, computer system, network, telephony equipment or data held electronically by **you** or on **your** behalf.

Handheld devices

Handheld electronic devices used in connection with **your** activities which belong to **you** or for which **you** are legally responsible, including:

1. phones and smartphones which make or receive telephone calls through a cellular network and their accessories;
2. laptops, tablets, PDAs and wearable technology.

Identity fraud

Someone, or a group of people, knowingly using a means of identification belonging to **you** without **your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.

Income

The total income of **your business** or **your activities**.

Insured damage

Damage, other than **failure**, to **property** occurring during the **period of insurance** provided that:

1. the **damage** is not otherwise excluded by the buildings, contents or other property section of this **policy**; and
2. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.

Insured failure

Failure of equipment, computers, oil or water storage tanks and other insured items occurring during the **period of insurance** provided that:

1. the **failure** is not otherwise excluded by the Equipment breakdown section of this **policy**; and
2. payment has been made or liability admitted by **us** under the Equipment breakdown section of this **policy**.

Insured premises

The space **you** occupy at the premises stated in the schedule. This includes any outbuildings and annexes **you** occupy on the same premises.

Property definitions

Money	Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers, all belonging to you .
Production or process equipment	Any equipment which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such equipment and any other machine or apparatus used exclusively with such equipment .
Property	Tangible property.
Prototype	A sample or model built to test a concept or process.
Reconstitution of data	Reconstitution of the data you need to continue your activities, if your electronic records and data have been lost or distorted.
Rent	Rent: <ol style="list-style-type: none"> 1. for the insured premises that you must legally pay while the insured premises or any part of it is unusable as a result of insured damage, insured failure or restriction; 2. that you cannot legally recover from your tenants while the buildings or any part are unusable as a result of insured damage, insured failure or restriction.
Software	Programs which run your computers , including both your own operating programs and application programs used in the course of your activities.
Specified insured premises	Any insured premises within the United Kingdom .
Specified or unspecified premises	Any specified insured premises or unspecified insured premises .
Standard construction	Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.
Stock	Consumable goods, merchandise goods, samples and goods held in trust, including customers' goods for which you are legally responsible.
Storm	High winds of a destructive nature, rainstorm, hailstorm or snowstorm.
Subsidence	Subsidence, landslip or heave.
Unattended vehicle	Any vehicle which is out of sight of you or any person authorised by you .
Uninsured working expenses	Purchases less discounts received, bad debts, rent and any other item described in the schedule.
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Unspecified insured premises	Other than specified insured premises , any premises within the United Kingdom which is owned, rented or leased by you for the purpose of your activities.