

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.	

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

Special definitions for this section

Contract location	Any location within the geographical limits where you have a contract to carry out your activities .
Contract works	<p>The works that you are legally responsible for as a direct result of a contract to carry out your activities, including:</p> <ol style="list-style-type: none">1. work in progress and finished works you are still legally responsible for;2. materials required for the works supplied by a third-party which you are legally responsible for;3. materials owned by you required for the works;4. structures and materials that are required to enable you to complete the works, which will be removed on or before the completion date of the works and will not normally be used again in connection with any other contract. <p>Other than as listed above, this definition does not include any item not intended to form part of the completed works, including your own tools, plant, machinery, equipment, hired-in equipment, computers, stock, personal effects, any prototype and any cash, bank notes or currency vouchers.</p>
Personal effects	Articles worn, used or carried about the person which belong to your partners, directors, trustees, committee members, employees, volunteers or visitors to the contract location or for which such persons are legally responsible.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contract works** at a **contract location** until:

- a. a certificate of completion has been issued; or
- b. the completion of the **contract works**; or
- c. the **contract works** are taken into use by the principal;

whichever is the earliest. **We** will also provide cover for a further 14 days after this date but only if **you** remain contractually responsible for implementing any security measures at the **contract location**;

and any other items as specified in the schedule.

Additional cover

The following are also provided up to the amount stated in the schedule:

Reconstitution of electronic data	1. the reasonable cost of reconstitution of data you need to continue or complete the contract works if your electronic data has been lost or distorted as a direct result of damage covered under this section.
Loss prevention costs	2. the reasonable and necessary costs you incur to protect the contract works from imminent insured damage occurring during the period of insurance .
Removal of debris	3. the reasonable costs and expenses you incur for clearance of the debris of contract works from the contract location or the area immediately adjacent, following damage insured by this section.

What is not covered

We will not make any payment for:

1. **damage** caused by:
 - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
 - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
 - c. coastal or river erosion;
 - d. a rise in the water table;
 - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. theft, attempted theft or malicious damage, other than theft from an **unattended vehicle**, unless the item is stored in a securely locked room or building;
 - g. a **virus** or **hacker**.
2. **damage** to any **property**, other than **contract works**, at a **contract location**.
3. loss or distortion of information resulting from **failure of computers**.
4. the value to **you** of any lost or distorted information.
5. **damage** to any **contract works** or any item directly resulting from its own **failure**.
6.
 - a. misuse, inadequate or inappropriate maintenance;
 - b. defective design;
 - c. faulty workmanship or the use of faulty materials. This clause does not apply to **damage** otherwise covered under this section to any part of the **contract works** which itself is free of fault or defect, where the **damage** is caused directly by faulty workmanship or use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty other than the direct physical theft of **contract works**.
10. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
11.
 - a. **damage** caused solely by pollution or contamination; or
 - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12.
 - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
 - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
13. **war, confiscation** and **nuclear risks**.
14. the amount of the **excess**.

How much we will pay

Repair and replacement	<p>We will pay up to the amount insured stated in the schedule unless limited below or in the schedule.</p> <p>At our option we will pay for any lost or damaged contract works on the following basis:</p> <ol style="list-style-type: none">1. the cost of reinstatement, repair or replacement of the contract works at the cost price to you; or2. the amount of your legal liability to repair, reinstate or replace the contract works.
Professional fees	<p>We will pay the necessary and reasonable architects', surveyors', consulting engineers' and other professional fees you incur in reinstating, repairing or replacing the contract works following damage insured by this section in accordance with the scale of the appropriate professional body.</p> <p>We will not pay for the cost of preparing a claim.</p>
Pair and sets	<p>If any part of any contract works which has an increased value because it forms part of a pair or set is damaged any payment we make will take account of the increased value.</p>
Other interests	<p>Any payment will take into account the interest of any party having an insurable interest in the contract works insured, provided you have advised us of the nature and extent of the interest together with the name and address of that interested party.</p>

Your obligations

If any damage occurs	<p>We will not make any payment under this section unless you:</p> <ol style="list-style-type: none">1. notify us promptly of any damage which might be covered;2. notify us of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of yours within ten working days of its discovery by you;3. report to the police or any relevant local authority, as soon as reasonably possible, any damage arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and4. arrange for urgent repairs to be done immediately. Before any other repair work begins we have the right to inspect the damaged property. We will tell you if we want to do this.
Backing-up electronic data	<p>You must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the contract location. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.</p>
Unoccupancy	<p>You must tell us immediately if the buildings at the contract location, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. We may change the terms and conditions of this policy or impose additional requirements that you must carry out. If we impose additional requirements we will tell you the timeframes within which you must carry them out.</p> <p>If you do not tell us, we will not make any payment under this section for damage occurring while the buildings at the contract location are unoccupied or not being used.</p>