

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

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability.

Contents

The contents of the **insured premises** used in connection with **your activities** which belong to **you** or for which **you** are legally responsible, including:

1. **computers**;
2. **stock**;
3. **prototypes**;
4. **art and collections**;
5. fixtures and fittings, tenant's improvements, decorations and general contents including, if attached to the building, external signs, aerials and satellite dishes; and
6. pipes, ducting, cables, wires and associated control equipment within the **insured premises** and extending to the public mains.

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provisions of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. **buildings**, land and water;
- d. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;
- e. **money**; or
- f. any item attached to any of the above.

Crime

Dishonesty of any person under a contract of service with **you** where there was a clear intention to cause **you** financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.

Employees' cycles

Cycles and cycle accessories which belong to **your** partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.

Peak trading period

The period of 90 consecutive days which historically was the trading period with the highest gross income from the sale, supply or distribution of **your stock** or, if this is **your** first year trading, the period of 90 consecutive days which **you** have estimated will be the trading period with the highest gross income from the sale, supply or distribution of **your stock**.

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 **insured premises** or for which such persons are legally responsible.

Rent payable

Rent for the **insured premises** that **you** must legally pay while the **insured premises** or any part of it is unusable as a result of **damage** insured by this section.

What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to contents contained in the **insured premises** and any other items specified in the schedule.

Additional cover

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

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|-----------------------------------|--|
| Glass | 1. damage occurring during the period of insurance to any fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the insured premises , which belongs to you or for which you are legally responsible. |
| Costs following glass breakage | 2. the necessary and reasonable costs you incur following breakage or scratching during the period of insurance of glass, which belongs to you or for which you are legally responsible, for: <ol style="list-style-type: none"> a. temporary boarding-up; b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; c. replacement lettering or other ornamental work and alarm foil on glass. |
| Additions to contents | 3. damage occurring during the period of insurance to any additional contents , provided you tell us the additional values as soon as possible and pay the appropriate premium. |
| Identity fraud | 4. the following reasonable and necessary expenses you have to pay solely as a direct result of an identity fraud occurring during the period of insurance : <ol style="list-style-type: none"> a. solicitor's fees to defend a claim against you by financial institutions, to remove incorrect judgments, to challenge a credit rating or to witness your signature; b. the cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies; c. fees charged when you re-apply for a commercial loan that was originally rejected. |
| Personal effects | 5. damage occurring within a building at the insured premises during the period of insurance to personal effects provided they are not insured elsewhere. However we will not make any payment under this additional cover for money or jewellery. |
| Employees' cycles | 6. damage occurring within a building at the insured premises during the period of insurance to employees' cycles provided they are not insured elsewhere. |
| Reconstitution of electronic data | 7. the reasonable cost of reconstitution of data as a direct result of damage covered under this section. |
| Reconstitution of documents | 8. the reasonable costs of replacing or reconstituting your documents that are not held electronically and which you need to continue your activities , if such documents have been lost or destroyed as a direct result of damage covered under this section. |
| Lock replacement | 9. the costs you incur to replace locks and keys necessary to maintain the security of the insured premises or any safes or security control apparatus following theft or loss of keys during the period of insurance . |
| Building damage by theft | 10. the cost of repairing damage occurring during the period of insurance to the buildings at the insured premises caused by theft or attempted theft and for which you are legally liable. |
| Metered water and fuel | 11. the cost that you incur for any metered water and fuel used at the insured premises when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of damage occurring during the period of insurance to any storage tank, equipment or piping resulting from a cause not otherwise excluded. |
| Unauthorised use of utilities | 12. the cost to you of any metered water, gas or electricity that you did not use, but you are legally responsible for due to a third party using your metered water, gas and electricity without your authorisation provided that you discover the unauthorised or unlawful use during the period of insurance . |
| Bequeathed contents | 13. damage occurring during the period of insurance to contents anywhere in the United Kingdom which have been bequeathed to you , provided: <ol style="list-style-type: none"> a. the contents are not insured elsewhere; b. you tell us the additional values as soon as possible and no later than three months from the commencement of your interest in the contents; |

- c. **you** pay the additional premium required;
 - d. the building in which the bequeathed **contents** are contained has not been left unoccupied or unused for more than 30 days when the **damage** occurs.
- Contents at fundraising events 14. **damage** occurring during the **period of insurance** to raffle prizes, auction lots, additional **stock** or **contents** hired in for any fundraising event, religious festival or similar event within the **United Kingdom** organised by **you** or on **your** behalf.
- Accidental discharge of gas system 15. the necessary and reasonable costs that **you** incur to refill the cylinders of any gas flooding system installed at the **insured premises**, following accidental discharge of the system during the **period of insurance**.
- Extinguisher and alarm re-setting expenses 16. the necessary and reasonable costs and expenses **you** incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following **damage** covered under this section.
- Loss prevention costs 17. the necessary and reasonable costs **you** incur to protect the **contents** from imminent **damage** that would be covered under this section.
- Removal of debris 18. the reasonable costs and expenses **you** incur for clearance of the debris of **contents** from the **insured premises** or the area immediately adjacent following **damage** covered under this section.
- Defective title – art and collections 19. if, during the **period of insurance**, someone claims that an item of **art and collections** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the agreed value if the item is individually valued in the schedule or contained in any valuation lodged with **us** and this value is less. **We** will only do this if:
 - a. **you** bought the item during the period that the **fine art** has been insured with **us**; and
 - b. **you** made reasonable enquiries about the item’s provenance before **you** bought it.
- Outdoor items 20. **damage** occurring during the **period of insurance** to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the **insured premises**.
- Marquees 21. **damage** occurring during the **period of insurance** to any marquee and associated lighting, heating and furnishings that are erected within the confines of the **insured premises** provided that **you** are legally responsible for such **damage** and it is not insured elsewhere.
- Refrigerated stock 22. the necessary and reasonable costs and expenses **you** incur to replace spoiled refrigerated **stock** stored in a refrigeration unit at the **insured premises** where such spoilage was caused by:
 - a. a fault in the refrigeration unit;
 - b. escape of refrigerant; or
 - c. failure of the public supply of electricity or gas, unless the failure is as a result of a deliberate act of the supply authority to withhold or restrict supply,
occurring during the **period of insurance**, provided that the refrigeration unit is:
 - i. less than five years old at the date of loss; or
 - ii. maintained under annual contract by a suitably qualified refrigeration engineer.
- Continuing hire charges 23. continuing hire charges for **contents** hired in by **you** while such **contents** are being repaired or until permanently replaced as a direct result of **damage** covered under this section, provided **you** are legally liable for such costs.
- Crime 24. **your** direct financial loss if, during the **period of insurance** and in the performance of **your activities**, **you** discover a loss from **crime**, provided:
 - a. the **crime** was committed during the period that **your contents** have been continuously insured with **us**; and

- | | |
|---------------------------------|--|
| Undamaged fixtures and fittings | <p>b. the crime was not committed after any director, partner, trustee, committee member, senior manager or officer of you first becomes aware of any crime committed by the person under a contract of service with you.</p> <p>25. tenant's fixtures and fittings if your lease is cancelled by the lessor as a consequence of damage occurring during the period of insurance to the insured premises, provided the cancellation is a valid condition of your lease and that you are unable to save such fixtures and fittings. We will only cover undamaged fixtures and fittings where the schedule shows a limit for fixtures and fittings.</p> |
| Contents temporarily elsewhere | <p>26. damage occurring during the period of insurance to contents, excluding handheld devices, temporarily elsewhere in the United Kingdom, including while:</p> <p>a. at the home of any director, partner, trustee, committee member, employee or volunteer of yours;</p> <p>b. at any location where you are attending a promotional event or exhibition in connection with your activities;</p> <p>c. at any location for the purpose of cleaning, maintenance, repair or restoration; and</p> <p>d. in transit.</p> |

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 this is a result of **storm** or fire. This clause does not apply to the cover under **What is covered**, Refrigerated stock;
 - 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, locked boot or locked trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
 - f. a **virus** or **hacker**.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **contents**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the 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 **property**. This does not apply to the cover under **What is covered**, **Additional cover**, Crime. .
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 exclusion, it will be for **you** to show that the exclusion does not apply.

13. **war, confiscation and nuclear risks.**
14. the amount of the **excess.**

Special condition

Change of insured premises

If:

1. **you** notify **us** that **you** are changing **insured premises**; and
2. **we** agree to cover **you** for **damage to contents** at **your** new **insured premises** after **you** move;

we will continue to insure **you** for **damage to contents** contained in **your** former **insured premises**. This cover will be provided:

- a. for a maximum of 30 days from the date cover starts at the new **insured premises**; or
- b. until the keys to the former **insured premises** are returned by **you**; or
- c. until **we** cease to provide any cover for **damage to contents** at **your** new **insured premises**;

whichever is the soonest. If the cover for **damage to contents** is provided on a different basis at the new **insured premises**, the cover provided under this Special condition for **damage to contents** at the former **insured premises** will continue on the same basis as that which previously applied.

The cover provided under this Special condition does not increase the **amount insured**.

How much we will pay

We will pay up to the **amount insured** stated in the schedule unless amended below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, other than **stock**, hired-in equipment, **prototypes**, **art and collections**, **personal effects** and **employees' cycles**, the cost of repair or replacement as new.
2. for **stock** other than second-hand merchandise goods, merchandise goods which have been sold but not delivered and goods held in trust, the cost of repair or replacement at the cost price to **you**.
3. for second-hand merchandise goods, the cost of repair or replacement at the trade market value.
4. for merchandise goods which have been sold but not delivered, the agreed contract price.
5. for hired-in equipment, the lesser of:
 - a. the extent of **your** legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;
 - b. the costs of repair of the hired-in equipment; and
 - c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.
6. for goods held in trust, the lesser of:
 - a. **your** liability in respect of the goods held in trust; and
 - b. the cost of repair or replacement at the trade market value of such goods.
7. for **prototypes**, the cost to **you** of the materials necessary to reinstate the **prototype** to the same condition as it was in immediately prior to **damage** occurring.
8. for **art and collections**, the agreed value of any lost or damaged item which is individually valued in the schedule or contained in any valuation lodged with **us**. However, if the item is only partly damaged, **we** will decide whether **we** repair, restore, replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

Property – contents (charity and not for profit)

Policy wording

For any item of **art and collections** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set. The most **we** will pay for any one item, pair or set is the amount stated in the schedule.

9. for **personal effects**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.
10. for **employees' cycles**, the cost of repair or replacement as new, but not more than the amount stated in the schedule for each incident of loss.

Pairs and sets

If any **contents** which have an increased value because they form part of a pair or set are **damaged** any payment **we** make will take account of the increased value.

Other interests

Any payment **we** make will take into account the interest of any party having an insurable interest in the **contents** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

Inflationary provision cover

Provided that **you** advise **us** of the replacement value of the **contents** at the beginning of each **period of insurance**, the **amount insured** will automatically be increased by an additional percentage to take account of any inflationary increases over the **period of insurance**. **Your** schedule will show if Inflationary provision cover applies and the additional percentage amount.

Seasonal increase

The **amount insured** for **stock** will automatically be increased by 30% during **your peak trading period**.

Under insurance

If, at the time of **damage**, **we** establish that:

1. the **amount insured**; or
2. the **declared amount**, where **you** have selected a **first loss limit** which is stated on the schedule;

does not represent the total value of the **contents**, **we** will reduce the amount **we** pay in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you** if **you** had declared the total value of the **contents**.

We will only apply this calculation if:

1. **we** find that the **amount insured** is less than 85% of the **contents**; and
2. **we** establish that **your** failure to declare the total value of the **contents** was not deliberate or reckless and was a breach of **your** obligation to:
 - a. make a fair presentation of the risk to **us** before the start of the **period of insurance**; or
 - b. notify **us** of a change of circumstances in relation to the total value of the **contents**, which may materially affect the **policy**; or
 - c. make a fair presentation of the risk to **us** when notifying **us** of a change of circumstances in relation to the total value of the **contents** which may materially affect the **policy**.

This remedy may apply in addition to General conditions 2. b.ii. and 4. b. ii.

If **your** failure to declare the total value of the **contents** was deliberate or reckless, the remedy under General conditions 2.a. or 4.a. will apply.

Index linking

If **you** decide to renew this section with **us**, **we** will automatically adjust the **amount insured** or **declared amount**, as appropriate, for **contents** for the subsequent period of insurance in line with any change in nationally publicised indices. **You** should advise **us** if you do not want **us** to increase the **amount insured** or **declared amount** in this manner. However, **we** will not reduce the **amount insured** or **declared amount** without **your** consent.

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 promptly of any claim that an item of art and collections is not rightfully yours;3. notify us of any loss from crime within ten working days of its discovery by you;4. report to the police or relevant 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; and5. 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 insured premises. If you do not, we may reduce any payment we make by an amount equal to the detriment we have suffered as a result.</p>
Deep fat frying	<p>In respect of any deep fat frying equipment, you must ensure that:</p> <ol style="list-style-type: none">1. all extraction hoods, canopies, filters and grease traps are cleaned at least once every seven days; and2. all extraction ducts are cleaned at least once every six months. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Hiring in equipment	<p>When hiring in property you must complete and record an inventory check and inspect all property for damage prior to acceptance and agree a schedule of any damage with the hire company before taking charge of the property. Upon returning the property to the hire company you must only return the property to persons authorised within the hire company to accept the return of equipment.</p> <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Protections	<ol style="list-style-type: none">1. You must ensure that all fire alarms, security systems and physical protections notified to us are in full operation whenever the insured premises is left unattended, unless you have already advised us that a system is not working properly.2. You must also advise us as soon as reasonably possible if for any reason a system is not working properly. We may then vary the terms and conditions of this policy. All systems must be regularly serviced under contract by a reputable company at least annually. <p>We will not make any payment under this section in respect of any incident occurring while you are not in compliance with these conditions unless you can demonstrate that such non-compliance could not have increased the risk of the damage occurring in the circumstances in which it occurred.</p>
Unoccupancy	<p>You must tell us immediately if the insured premises, 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 for damage occurring while the insured premises is unoccupied.</p>

Property – contents (charity and not for profit)

Policy wording

Building works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the buildings at the **insured premises** and the estimated cost is more than £75,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into any contract for the works. **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. If **you** do not tell **us**, **we** will not make any payment for **damage** directly or indirectly caused by or resulting from the building works.

You do not have to tell **us** if the work is for redecoration only.

Unauthorised use of utilities

If the **insured premises** is not occupied by **you**, **you** must inspect the **insured premises** at least weekly and take action to prevent further losses as any potential unauthorised use is discovered.

We will not make any payment under this section in respect of any incident occurring while **you** are not in compliance with these conditions unless **you** can demonstrate that such non-compliance could not have increased the risk of the **damage** occurring in the circumstances in which it occurred.