

## 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 1<sup>st</sup> 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:

	<b>Amended to read:</b>
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: <a href="https://Hiscox.ie">https://Hiscox.ie</a>
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: <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a> +353 1 238 1810
Contact numbers and email addresses for Claims	Liability claims: <a href="mailto:liabilityclaims.ireland@hiscox.com">liabilityclaims.ireland@hiscox.com</a> +353 1 238 1811  Commercial property claims: <a href="mailto:commercialpropertyclaims.ireland@hiscox.com">commercialpropertyclaims.ireland@hiscox.com</a> +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 <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a>.</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: <a href="mailto:info@fspo.ie">info@fspo.ie</a> Web: <a href="http://www.fspo.ie">www.fspo.ie</a></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: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: <a href="mailto:caa@caa.lu">caa@caa.lu</a></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: <a href="mailto:mediateur@aca.lu">mediateur@aca.lu</a></p>
In addition, any references to Hiscox Underwriting Ltd in <b>your policy</b> are removed.	

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

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### Special definitions for this section

<b>Contract location</b>	Any location within the <b>United Kingdom</b> where <b>you</b> have a contract to carry out <b>your activities</b> .
<b>Insured property</b>	<p>The <b>property</b> used in connection with <b>your activities</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, including:</p> <ol style="list-style-type: none"><li>1. <b>computers</b>;</li><li>2. <b>equipment</b>;</li><li>3. <b>stock</b>;</li><li>4. research and development property, including <b>prototypes</b>;</li><li>5. cameras, video, editing and broadcast equipment;</li><li>6. PA, sound and recording equipment;</li><li>7. lighting, mechanical effects and grip equipment;</li><li>8. props, sets and wardrobes; and</li><li>9. accessories associated with any of the above.</li></ol> <p>The following are not included within this definition:</p> <ol style="list-style-type: none"><li>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;</li><li>b. any watercraft, marine rig or platform, hovercraft, aircraft or other aerial device;</li><li>c. <b>buildings</b>, land and water;</li><li>d. <b>money</b>; or</li><li>e. any item attached to any of the above.</li></ol>
<b>In transit</b>	<ol style="list-style-type: none"><li>1. In transit by road, rail, water, air or by person;</li><li>2. being loaded or unloaded in the course of transit by road, rail, water, air or by person; or</li><li>3. temporarily housed overnight away from any <b>specified or unspecified insured premises</b> in the course of transit.</li></ol>
<b>Media artwork</b>	Film, photographs, negatives, artwork, transparencies, slide prints, recorded video tapes, soundtracks, animation cells and computer images, software and material used to generate images, all in respect of <b>your</b> productions or photographic shoots, and which belong to <b>you</b> or for which <b>you</b> are legally responsible.
<b>Unattended property</b>	Any item of <b>property</b> which is not under the personal supervision of <b>you</b> or anyone authorised by <b>you</b> .

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### What is covered

<b>Damage to insured property</b>	<p><b>We</b> will insure <b>you</b>, up to the <b>amount insured</b> stated in the schedule for each location listed below, against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b>, other than while hired out:</p> <ol style="list-style-type: none"><li>1. anywhere in the European Union, including while <b>in transit</b>;</li><li>2. anywhere in the world, including while <b>in transit</b>.</li></ol> <p><b>We</b> will also insure <b>you</b>, up to the <b>amount insured</b> stated in the schedule for each location listed below, against <b>damage</b> occurring during the <b>period of insurance</b> to <b>insured property</b>:</p> <ol style="list-style-type: none"><li>3. while at a <b>contract location</b>;</li><li>4. while at an <b>event location</b>;</li><li>5. while at an <b>employee's home</b>;</li></ol>
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## Property – away and in transit (media)

### Policy wording

6. while at any **specified insured premises**;
  7. while at any **unspecified insured premises**;
  8. anywhere in the **United Kingdom**;
- including while **in transit** anywhere in the **United Kingdom**.

Damage to hired-out property **We** will insure **you**, up to the **amount insured** stated in the schedule, against **damage** occurring during the **period of insurance** to **insured property** while hired out.

#### Additional cover

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

Re-shoot or re-compilation costs

1. the necessary and reasonable additional costs and expenses **you** incur in completing a production or photographic shoot following **damage** occurring during the **period of insurance** to **media artwork**, which would not otherwise have been incurred in completing the production. Alternatively, if the production or photographic shoot is necessarily abandoned as a result of such **damage to media artwork**, **we** will pay the expenditure incurred by **you** in the production or photographic shoot up to the date of the **damage**.

However **we** will not pay for:

- a. any claim or loss arising from errors of judgment in exposure, lighting or sound recording or from the use of incorrect type of camera lens, raw film or tape stock;
- b. any claim or loss arising from the erasure of sound or video tapes due to magnetic or electrical fields, unless beyond **your** reasonable control;
- c. any claim or loss arising from delay, confiscation or detention by customs or government officials;
- d. any claim or loss arising from abandonment of the production or of any **insured property**;
- e. any claim or loss arising from the **failure of insured property**;
- f. any fines, penalties or contractual damages due to abandonment or delay in delivery of the production or photographic shoot;
- g. **damage** to cut outs, unused footage or library stock which do not form part of the final completed production or photographic shoot;
- h. the value to **you** of any **media artwork**.

Reconstitution of documents

2. 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.

Alternative hire costs

3. the reasonable hire costs incurred by **you** for the necessary hire of a substitute item of similar type and capacity as a direct result of **damage** covered under this section, for the period beginning at the date of the **damage** until the **insured property** is repaired or replaced but for no longer than six months.

Continuing hire charges

4. continuing hire charges for **insured property** hired in by **you** while the **insured property** are being repaired or until permanently replaced as a direct result of **damage** covered under this section, provided:
  - a. **you** are legally liable for such costs under a written contract; and
  - b. **we** have made payment or admitted liability for such **damage**.

Loss of hire fees

5. loss of fees **you** would have received for the hire of **your insured property** under a standard hire contract but for **damage** covered under this section, for the period beginning at the date of the **damage** until the **insured property** is repaired or replaced, but for no longer than six months.

Alternative vehicle costs

6. if a vehicle or craft transporting **insured property** is disabled as a result of **damage** occurring during the **period of insurance**, the reasonable costs **you** incur in:
  - a. transferring the **insured property** to another vehicle or craft; or
  - b. hiring an alternative vehicle or craft of similar specification and capacity;
 in order to fulfil **your** commitments to deliver the **insured property** to its intended destination within the **United Kingdom** or to return it to its place of dispatch, provided:

## Property – away and in transit (media)

### Policy wording

- i. the **damage** is not otherwise excluded by any Property section of this **policy**; and
  - ii. payment has been made or liability admitted by the insurer under any insurance covering such **damage**.
  
- Reloading fallen property 7. the reasonable costs of reloading **insured property** in the event of it falling accidentally from the transporting vehicle or craft while **in transit** during the **period of insurance**.
  
- Loss prevention costs 8. the reasonable and necessary costs **you** incur to protect the **insured property** from imminent insured **damage** occurring during the **period of insurance**.
  
- Removal of debris 9. the reasonable costs and expenses **you** incur for clearance of the debris of **insured property** following **damage** covered under this section.
  
- Additions to insured property 10. **damage** occurring during the **period of insurance** to any additional **insured property**, provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

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### 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 of **unattended property** away from any **specified or unspecified insured premises** unless the item is stored in a securely locked room or building;
  - g. theft by deception of any item that **you** have hired out under a standard hire contract, unless **you** have:
    - i. obtained and verified at least two trade references for each hirer; and
    - ii. retained a copy of the hirer's letterhead and a copy of at least two utility bills for the hirer relating to the same premises; and
    - iii. retained a copy of the credit card details of the hirer; and
    - iv. only allowed the actual hiring company to collect the hire items and upon collection have copied identification of the hirer and have taken a photograph of the hirer;
  - h. a **virus** or **hacker**.
2. **damage** to any item being cleaned, worked on or maintained.
3. **damage** to any item while:
  - a. **in transit** by courier or postal service where the method of delivery does not require a recipient's signature on receipt.
  - b. stowed in the hold of any aircraft or watercraft, whether **in transit** or otherwise; or
  - c. in the care, custody or control of any airport or seaport operator or any agent of any airport or seaport operator.
4. loss by fraud or dishonesty, other than the direct physical theft of **property**.
5. loss or distortion of information resulting from **failure** of any **insured property**.
6. the value to **you** of any lost or distorted information.
7. **damage** to any item directly resulting from its own **failure**.
8. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.

## Property – away and in transit (media)

### Policy wording

9. unexplained loss or disappearance or inventory shortage.
10. loss due to clerical or accounting errors.
11. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
12.
  - 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.
13.
  - 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.
14. **war, confiscation and nuclear risks**.
15. the amount of the **excess**.

### How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> stated in the schedule unless limited below or in the schedule.</p> <p>At our option <b>we</b> will repair, replace or pay for any lost or damaged items on the following basis:</p> <ol style="list-style-type: none"> <li>1. for <b>insured property</b> other than <b>stock</b>, hired-in equipment and <b>prototypes</b>, the cost of repair or replacement as new.</li> <li>2. for <b>stock</b> other than second-hand merchandise goods, samples and goods held in trust, the cost of repair or replacement at the cost price to <b>you</b>.</li> <li>3. for second-hand merchandise goods and samples, the cost of repair or replacement at the trade market value.</li> <li>4. for hired-in equipment, the lesser of:           <ol style="list-style-type: none"> <li>a. the extent of <b>your</b> legal liability in respect of repairing or replacing the hired-in equipment as specified in the hire contract;</li> <li>b. the costs of repair of the hired-in equipment;</li> <li>c. the costs of replacement of the hired-in equipment with a model of equivalent specification, age and condition.</li> </ol> </li> <li>5. for goods held in trust, the lesser of:           <ol style="list-style-type: none"> <li>a. <b>your</b> liability in respect of the goods held in trust;</li> <li>b. the cost of repair or replacement at the trade market value of such goods.</li> </ol> </li> <li>6. for <b>prototypes</b>, the cost to <b>you</b> of the materials necessary to reinstate the <b>prototype</b> to the same condition as it was immediately prior to <b>damage</b> occurring.</li> </ol>
Pairs and sets	<p>If any <b>insured property</b> that has an increased value because it forms part of a pair or set suffers <b>damage</b> any payment <b>we</b> 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 <b>insured property</b>, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>
<b>Special limits</b>	
Limit per vehicle or craft	<p>The most <b>we</b> will pay for <b>damage to insured property</b> in any one vehicle or craft while <b>in transit</b> is the amount stated in the schedule.</p>
Hired-out property	<p>The most <b>we</b> will pay for <b>damage to insured property</b> while hired out by <b>you</b> other than under a standard hire contract is the amount stated in the schedule. This is included within, and not in addition to, the <b>amount insured</b> for hired-out <b>insured property</b> stated in the schedule.</p>

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**Your obligations**

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"><li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li><li>2. notify any third-party carrier of the <b>insured property</b> of any <b>damage you</b> discover within the time limits for notification of damage stipulated in <b>your</b> contract of carriage with them;</li><li>3. notify <b>us</b> of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of <b>yours</b> within ten working days of its discovery by <b>you</b>;</li><li>4. report to the police or relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, attempted theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and</li><li>5. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li></ol>
Re-shoot or re-compilation costs	<p><b>You</b> must:</p> <ol style="list-style-type: none"><li>1. take all reasonable steps to make back-up copies of <b>media artwork</b> at least every two working days and keep the copies away from each backed up device;</li><li>2. retain all duplicated works, prints or offshoots until the production or photographic shoot has been completed;</li><li>3. make arrangements with a third-party processing laboratory prior to the commencement of the production or photographic shoot to process <b>media artwork</b> on receipt and advise <b>you</b> immediately if any <b>damage</b> to the <b>media artwork</b> is discovered;</li><li>4. examine the processed <b>media artwork</b> from the laboratory on receipt and, if <b>damage</b> is discovered, <b>you</b> take immediate steps to avoid a recurrence; and</li><li>5. take a copy of the <b>media artwork</b> prior to commencement of transfer to any other format.</li></ol> <p>If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result of <b>your</b> failure to comply with these obligations.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the buildings at any <b>specified or unspecified insured premises</b>, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> occurring while the buildings are unoccupied.</p>
Building works	<p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the buildings at any <b>specified or unspecified insured premises</b> and the estimated cost is more than £75,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirement that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out. If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment for <b>damage</b> directly or indirectly caused by or resulting from the building works.</p> <p><b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>
Hiring in equipment	<p>When hiring in <b>insured property</b> <b>you</b> must complete and record an inventory check and inspect all <b>insured property</b> for <b>damage</b> prior to acceptance and agree a schedule of any <b>damage</b> with the hire company before taking charge of the <b>insured property</b>. Upon returning the <b>insured property</b> to the hire company <b>you</b> must only return the <b>insured property</b> to persons authorised within the hire company to accept the return of equipment.</p> <p><b>We</b> will not make any payment under this section in respect of any incident occurring while <b>you</b> are not in compliance with these conditions unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the <b>damage</b> occurring in the circumstances in which it occurred.</p>