

## 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 and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

**Please pay special attention to the Notification for adjudication section in the grey box at the end of this section.**

## Special definitions for this section

<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Hacker</b>	Any third party, other than an employee of <b>yours</b> , who maliciously targets <b>you</b> and gains unauthorised access to or unauthorised use of <b>your computer system</b> or data held electronically by <b>you</b> or on <b>your</b> behalf.
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

## What is covered

<b>Claims against you</b>	If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party: <ol style="list-style-type: none"> <li>1. brings a claim, including any injunctive proceedings, against <b>you</b> for:           <ol style="list-style-type: none"> <li>a. negligence or breach of a duty of care arising from the performance of any design or specification, feasibility study, technical information calculation or survey performed by <b>you</b> or on <b>your</b> behalf by sub-contractors;</li> <li>b. infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;</li> <li>c. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use;</li> <li>d. failure to warn that there is a deficiency in any design undertaken by another party; or</li> </ol> </li> <li>2. refers a dispute arising directly from <b>your</b> breach of a duty of care to adjudication under the Housing Grants Construction and Regeneration Act 1996 or any similar or success or legislation;</li> </ol> <p>unless excluded under <b>What is not covered</b> below, <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation, including any liability for claimants' legal costs and expenses.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Negligence	
Intellectual property infringement	
Breach of confidentiality	
Deficiency in any design	
Housing grants adjudication	

Potential claims capable of rectification

If a problem arises which is capable of being rectified but which, if left, is likely to lead to a claim against **you** which would be covered by this section, **we** will pay the expenses **you** reasonably and necessarily incur with **our** prior written agreement in rectifying the problem to avoid the claim. **We** will only do this if **we** agree that these expenses are less than the amount of a potential claim. It is for **you** to satisfy **us** that **you** would be acting reasonably in seeking to rectify the problem in this way. If, following rectification, a claim is still brought against **you**, **we** will deal with it but **our** total payment, including what **we** have already paid, will not exceed the limit of indemnity stated in the schedule.

## Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

Criminal proceedings

If **you** are charged with a criminal offence during the **period of insurance** under a statute or regulation that applies to **your business**, **we** will pay the reasonable costs incurred with **our** prior written agreement to defend **you** if, in **our** opinion, a successful defence may avoid a claim which would be covered by this section.

## Additional cover

Court attendance compensation

If any person within the definition of **you**, or any employee of **yours**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount shown in the schedule.

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## What is not covered

- |                               |   |
|-------------------------------|---|
| Investments                   | A. <b>We</b> will not make any payment for any claim or part of a claim or loss directly or indirectly due to:  |
| Design and survey             | 1. any investment advice, financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.   |
| Pension schemes               | 2. any design, specification, feasibility study, technical information calculation or survey which is not carried out by or under the direct supervision of a properly qualified engineer, architect, surveyor, quantity surveyor or other person with five years' practical experience of such activity unless notified to <b>us</b> and agreed by <b>us</b> in writing.   |
| Taxation and competition      | 3. any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.  |
| Pollution                     | 4. any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.   |
| Virus                         | 5. <b>pollution</b> .   |
| Discrimination and harassment | 6. transmission of a <b>virus</b> .   |
| Injury                        | 7. any discrimination, harassment or unfair treatment, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .   |
|                               | 8. the death of or any bodily or mental injury or disease suffered by: <ul style="list-style-type: none"> <li>a. anyone employed by or working for <b>you</b> and arising out of their work for <b>you</b>;</li> <li>b. anyone else, unless arising directly from any design, specification, feasibility study, technical information calculation or survey performed by <b>you</b> or on <b>your</b> behalf by sub-contractors.</li> </ul> |

Property damage	9. the loss, damage or destruction of any tangible property unless arising directly from any design, specification, feasibility study, technical information calculation or survey performed by <b>you</b> or on <b>your</b> behalf by a sub-contractor. This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> .
Negotiable instruments	10. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Hacker	11. the loss, copying or distortion of any data by a <b>hacker</b> .
Directors and officers' liability	12. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or managing <b>your business</b> , or a breach of any fiduciary duty, or any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.
Deliberate, reckless or dishonest acts	13. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.
Pre-existing problems	14. anything, including any actual or alleged shortcoming in <b>your</b> work, or that of <b>your</b> sub-contractor, or any dispute in connection with a contract, likely to lead to a claim or criminal proceedings being made against <b>you</b> , which <b>you</b> knew or ought reasonably to have known about before the start of the <b>period of insurance</b> .
Date recognition	15. <b>date recognition</b> .
War, terrorism and nuclear	16. <b>war, terrorism or nuclear risks</b> .
Asbestos	17. <b>asbestos risks</b> .
Contractual liabilities and collateral warranties	18. <b>your</b> agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee, unless: <ul style="list-style-type: none"> <li>a. <b>you</b> would be liable even if <b>you</b> had not given any such agreement, warranty, indemnity, waiver or guarantee; or</li> <li>b. the liability arises from a collateral warranty or duty of care agreement.</li> </ul> <p>In either case <b>we</b> will not indemnify <b>you</b> for any liability arising from:</p> <ul style="list-style-type: none"> <li>a. any fitness for purpose guarantee;</li> <li>b. any greater or longer lasting benefit than that given to the party with whom <b>you</b> originally contracted;</li> <li>c. any express guarantee, contractual penalty or liquidated damages; and</li> <li>d. <b>your</b> agreement to exercise a standard of care greater than would normally be expected in <b>your</b> profession.</li> </ul>
Employees	19. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Patent/trade secret	20. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Defective workmanship	21. a. <b>your</b> or <b>your</b> sub-contractor's defective workmanship, or any defective materials <b>you</b> , <b>your</b> sub-contractor or a third-party have supplied;
	b. <b>your</b> or <b>your</b> sub-contractor's failure to supervise the work <b>you</b> or any sub-contractor have carried out.
Specialist, designer or consultant work	22. any work performed by a specialist, designer or consultant working for <b>you</b> as a sub-contractor where: <ul style="list-style-type: none"> <li>a. <b>you</b> have not taken reasonable steps to ensure that the sub-contractor has, and maintains, professional indemnity insurance with a reputable insurer; and</li> <li>b. there is no written contract between <b>you</b> and the sub-contractor which is subject to English or Scottish law.</li> </ul>

Overcharging of fees	23. any overcharging of fees or commission by <b>you</b> .
Failure to obtain insurance	24. <b>your</b> failure to obtain and maintain adequate insurance for a project.
Failure to obtain financing	25. <b>your</b> failure to obtain and maintain adequate financing for a project.
Failure to account for money	26. <b>your</b> failure to account for any money received.
Estimates for construction costs	27. <b>your</b> provision of estimates for construction costs.
Insolvency or financial difficulties	28. <b>your</b> insolvency or financial difficulties or the insolvency or financial difficulties of any sub-contractor.
Joint ventures	29. activities carried out in the name of a consortium, joint venture or profit-sharing scheme in which <b>you</b> are a party.
	B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client, account or business.
Non-compensatory payments	5. fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .
Adjudication costs	7. a claim referred to adjudication under the Housing Grants Construction and Regeneration Act 1996, or any similar or successor legislation, where <b>your</b> contract with <b>your</b> client failed to provide that: <ul style="list-style-type: none"> <li>a. an adjudicator will be appointed to resolve any disputes under the contract;</li> <li>b. the adjudicator is independent of the parties to the dispute;</li> <li>c. the decision of the adjudicator is not the final determination of the dispute; and</li> <li>d. the adjudicator cannot reach a decision on commercial considerations as opposed to the legal liabilities and obligations of the parties in dispute.</li> </ul>
Criminal proceedings costs	8. any costs awarded against <b>you</b> as a result of criminal proceedings.

### How much we will pay

**We** will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of  
indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

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## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless:
  - a. **you** notify **us** promptly of the following 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:
    - i. **your** first awareness of anything, including any actual or alleged shortcoming in any work, which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.  
  
If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance;
    - ii. any claim or threatened claim against **you**;
    - iii. **your** first awareness of any actual or threatened criminal proceedings against **you**.
  - b. during an adjudication, **you** comply with any request, direction or timetable of the adjudicator.
  - c. **you** start, at **our** expense, any court or arbitration proceedings which **we** reasonably require to challenge, re-open or stay the enforcement of an adjudication decision.
2. When dealing with **your** client or a third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

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## Control of defence

**We** have the right but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of the claim or part of the claim.

Appointment of legal  
representation

If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended taking into account the commercial considerations of the costs of defence.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of  
indemnity

**We** will not defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

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## Notification for adjudication

In view of the strict timetable relating to an adjudication **you** must notify **us** by email within two (2) working days of **your** receipt of any notice of an intention to adjudicate, or of **your** intention to serve such a notice which may lead to a claim against **you** being dealt with by adjudication.

**You** should make this notification directly to **us**, and not through **your** insurance adviser if **you** use one, at [hicliability.claims@hiscox.com](mailto:hicliability.claims@hiscox.com).

**We** will not indemnify **you** under this insurance unless **you** comply with the above.