

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.	

Please read the schedule to see whether illness and compassionate leave are covered by this section.

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

Special definitions for this section

Absence period	The time period commencing from the first date of disablement or compassionate leave and lasting uninterrupted for the length of time stated as the 'absence period' in the schedule.
Accidental bodily injury	An identifiable physical injury (including illness and sickness solely and directly resulting from the injury but not including any other illness, sickness, disease or naturally occurring condition), which is caused by a sudden, unexpected, specific event occurring at an identifiable time and place during both the period of insurance and the active time and which results in the insured person's death, permanent disablement or temporary disablement , within 24 calendar months of the date of the event.
Active time	The time period stated in the schedule as the 'active time', being the time when the insured person is covered for accidental bodily injury under this section.
Capital benefit	The amount stated as the 'capital benefit amount' in the schedule we will pay you following each incident of permanent disablement or death of an insured person .
Compassionate leave	Discretionary leave granted by you to an insured person following: <ol style="list-style-type: none">1. death;2. admittance to a hospital intensive care unit; or3. admittance to hospital for treatment of a terminal condition or cancer, of any parent, spouse, partner or child of such insured person during the period of insurance , provided that such death or admittance to hospital could not reasonably have been foreseen by the insured person at inception .
Counselling expenses	The reasonable cost of psychological counselling by a suitably licensed and qualified psychological wellbeing practitioner, in connection with a covered claim for permanent disablement of an insured person under this section.
Funeral expenses	Reasonable costs of funeral provision and expenses reasonably incurred in connection with a valid claim under this section for an insured person's death arising directly from accidental bodily injury . This includes repatriation expenses.
Inception	Start date of the period of insurance as stated in the schedule.
Illness	Disablement due to illness, sickness or disease which first manifests itself during the period of insurance and which results in the insured person's temporary disablement .
Insured person	Any person stated in the schedule, provided that such person is: <ol style="list-style-type: none">1. aged between 16 and 70 years old at inception;2. legally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man; and3. currently employed by you but not supplied by you to a client under contract, unless otherwise stated in the schedule.
Loss of sight	Total loss of sight in an eye.
Loss of hearing	Total loss of hearing in an ear.
Loss of limb	Loss by physical separation of an arm or hand at or above the wrist, or of a foot or leg at or above the ankle, or total loss of use of a complete arm, hand, foot or leg.
Loss of speech	Total loss of speech.

Medical expenses	The reasonable cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges reasonably incurred in connection with a covered claim for accidental bodily injury under this section. Physiotherapy treatment expenses are not included within this definition.
Minimum absence period	The time period stated in the schedule as the 'minimum absence period', being the minimum period for which temporary disablement must be suffered in order for weekly benefits to be paid under this section. This period does not apply to compassionate leave .
Permanent disablement	<ol style="list-style-type: none"> 1. Loss of sight, loss of hearing, loss of limb or loss of speech; or 2. any disablement which entirely prevents the insured person from attending to any business or occupation for which the insured person is reasonably suited by training, education or experience and which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement.
Physiotherapy treatment expenses	The reasonable cost of physiotherapy treatment by a suitably licensed and qualified medical practitioner in connection with a covered claim for accidental bodily injury under this section.
Recruitment expenses	Reasonable expenses incurred by you with our prior written consent in the recruitment and selection process for the replacement of an insured person in connection with a valid claim for the death or permanent disablement of that insured person under this section.
Retraining expenses	Reasonable expenses incurred by you with our prior written consent in the retraining of an insured person for an alternative occupation in connection with a valid claim for the permanent disablement of that insured person under this section.
Temporary disablement	Disablement lasting without interruption for longer than the minimum absence period and which prevents the insured person from carrying out their usual occupation.
Weekly benefit	The amount stated as the "weekly benefit amount" in the schedule that we will pay you in respect of each insured person for each full week of their absence from their work for you during the absence period , excluding holidays and sabbaticals and subject to the minimum absence period , due to temporary disablement or compassionate leave .
Weekly salary	The total gross basic weekly salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date of disablement or compassionate leave .
Workplace alteration expenses	Reasonable expenses incurred by you with our prior written consent in making necessary alterations and adjustments to the insured person's workplace in connection with a valid claim for the permanent disablement of that insured person under this section.
You/your	The insured company or organisation shown in the schedule.

What is covered

Permanent disablement	We will pay you the capital benefit shown in the schedule if an insured person suffers accidental bodily injury which results in their death or permanent disablement .
Temporary disablement	<p>We will pay you the weekly benefit shown in the schedule if an insured person:</p> <ol style="list-style-type: none"> 1. suffers accidental bodily injury or illness which results in their temporary disablement; or 2. is granted compassionate leave. <p>Your schedule will show if weekly benefits are payable and if illness and compassionate leave are covered.</p>
Additional cover	<p>We will also pay you:</p> <ol style="list-style-type: none"> 1. medical expenses, physiotherapy treatment expenses, counselling expenses and funeral expenses: <ol style="list-style-type: none"> a. incurred with our prior written consent by you on behalf of an insured person; or b. incurred by or on behalf of an insured person where you have agreed with our prior written consent to reimburse or pay for such expenses; and

2. **retraining expenses, workplace alteration expenses and recruitment expenses** incurred by **you** directly as a result of a **permanent total disablement**.

What is not covered

We will not make any payment under this section for:

Hazardous pursuits

1. any **accidental bodily injury** sustained while taking part in:
 - a. the following winter sports: off-piste skiing unless accompanied by a suitably experienced guide, free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
 - b. free diving or the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the **insured person**:
 - i. holds the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant club or association rules and guidelines at all times; or
 - ii. dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, kite surfing, mountaineering, coasteering or rock-climbing for which the **insured person** would normally need to use ropes or guides, bungee jumping, white-water rafting or any other activity with a similar increased risk of physical injury;
 - d. any combat sport including, but not limited to, boxing, wrestling or martial arts;
 - e. armed forces activities including operations, exercises or training; or
 - f. flying as a pilot or aircrew or any other aerial activities other than travel by commercial airlines as a passenger.

Excluded countries

2. any **accidental bodily injury** occurring in Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen.

Other exclusions

3. any **accidental bodily injury** or **illness** directly or indirectly arising out of or contributed to by:
 - a. any emotional or psychiatric disorder or condition;
 - b. the **insured person** taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly);
 - c. the **insured person** committing or attempting suicide or deliberately injuring themselves;
 - d. the **insured person** deliberately exposing themselves to exceptional danger unless trying to save a human life;
 - e. any criminal act:
 - i. by the **insured person**; or
 - ii. by **you** or on **your** behalf;
 - f. any physical defect, infirmity or medical condition known to the **insured person** at **inception**, unless the defect, infirmity or condition has been without the need of any medical advice or treatment during the 24 months before **inception**;
 - g. any congenital, cardiovascular, oncological, chronic or gradually operating condition or infection which could recur and which was known to the **insured person** at **inception** or for any surgery which was planned before **inception**.
 - h. HIV (Human Immune Deficiency Virus), AIDS (Acquired Immune Deficiency Syndrome), AIDS-related complex (ARC) or any related virus or illness, or any sexually-transmitted disease;
 - i. pregnancy or childbirth. However, this does not apply to **compassionate leave** granted as a direct result of complications from pregnancy or childbirth;
 - j. **asbestos risks**; or
 - k. **war, terrorism or nuclear risks**.

How much we will pay

Permanent disablement and death	We will pay you the capital benefit shown in the schedule for permanent disablement or death of each insured person . Only one capital benefit shall be payable for each insured person in respect of the consequences of any one accidental bodily injury .
Temporary disablement	For temporary disablement , we will pay you the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ol style="list-style-type: none">1. the insured person no longer suffering from the temporary disablement;2. the insured person suffering permanent disablement;3. the insured person no longer being employed by you;4. the end of the absence period, for each insured person in respect of the consequences of any one illness or accidental bodily injury . However we will not pay more than the insured person's weekly salary .
Compassionate leave	For compassionate leave , we will pay you up to the weekly benefit shown in the schedule from the date of the insured person's first absence from work until the earlier of: <ol style="list-style-type: none">1. the insured person returning from compassionate leave;2. the insured person no longer being employed by you; or3. two weeks from the commencement of the compassionate leave, for each insured person . However, we will not pay more than the insured person's weekly salary and we will not pay for more than one compassionate leave for each insured person in any one period of insurance .
Total event limit	The most we will pay in total for all benefits and expenses in respect of all insured persons injured in any one event is the total event limit shown in the schedule.
Additional cover	The following are also included within, and not in addition to, the total event limit shown in the schedule:
Medical expenses	We will also pay you medical expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Physiotherapy treatment expenses	We will also pay you physiotherapy treatment expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury for each insured person .
Counselling expenses	We will also pay you counselling expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Funeral expenses	We will also pay you funeral expenses , up to the amount shown in the schedule, for each insured person .
Retraining expenses	We will also pay you retraining expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Workplace alteration expenses	We will also pay you workplace alteration expenses , up to the amount shown in the schedule, incurred in connection with each accidental bodily injury resulting in permanent disablement for each insured person .
Recruitment expenses	We will also pay you recruitment expenses , up to the amount shown in the schedule, incurred in connection with an accidental bodily injury resulting in death or permanent disablement for each insured person .

Your obligations

We will not make any payment for **illness** or **accidental bodily injury** under this section unless:

1. **you** notify **us** promptly of any **illness** or **accidental bodily injury** to an **insured person** which might be covered under this section;
2. the **insured person** sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.