

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.	

Special definitions for this section

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

Cash	Coins, bank notes or currency notes.
Credit cards	Credit, debit, charge, cheque, bankers' or cash point cards.
Evacuation	<p>The emergency evacuation of an insured person from a country in which they are travelling, resulting directly from:</p> <ol style="list-style-type: none"> 1. an official recommendation that the insured person should leave for safety reasons; 2. the insured person being expelled or declared non grata; 3. confiscation of the insured person's property; or 4. a declaration of a state of emergency; <p>in such country, provided that the country is not the insured person's usual country of residence.</p>
Insured person	<p>Any person stated in the schedule, provided that such person is:</p> <ol style="list-style-type: none"> 1. aged between 16 and 70 years old at inception; and 2. legally resident in the United Kingdom; and 3. currently employed by you but not supplied by you to a client under contract; <p>unless otherwise stated in the schedule.</p>
Insured trip	<p>Any trip, unless further specified or limited in the schedule, within the geographical limits for the purposes of your business, including incidental leisure activities for up to ten consecutive days, which starts during the period of insurance, the duration of which is between:</p> <ol style="list-style-type: none"> 1. the time of leaving the insured person's home or place of work in their usual country of residence, whichever is the latest; and 2. the time of return to the insured person's home or place of work in their usual country of residence, whichever is the first.
Kidnap or hijack	The illegal taking and holding captive of the insured person or the unlawful seizure of a vehicle or craft in which the insured person is travelling, which occurs outside of the United Kingdom .
Money	Cash, credit cards , travellers' cheques, travel tickets or coupons with a monetary value which belong to, or are in the care, custody or control of the insured person .
Personal property	Baggage and personal effects which belong to or are in the care, custody or control of the insured person .
United Kingdom	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.
Valuables	Jewellery, gold and silver articles, watches, binoculars, telescopes, photographic equipment, audio equipment, video equipment, computers and the like and their accessories.

What is covered

Medical expenses, emergency travel and repatriation expenses.

If an **insured person** is injured or becomes ill or dies during an **insured trip**, **we** will pay **you** up to the relevant limit stated in the schedule for the following expenses reasonably and necessarily incurred as a direct result of the injury or illness within 12 months from the date the **insured person** was injured or became ill.

We will pay **you** for:

Medical expenses	<ol style="list-style-type: none"> 1. the costs incurred for: <ol style="list-style-type: none"> a. dental treatment outside of the United Kingdom in connection with an extra-oral impact or for emergency pain relief; b. medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges outside of the United Kingdom;
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- c. medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges within the **United Kingdom**, provided that:
 - i. the treatment is a continuation of treatment initially given or prescribed outside the **United Kingdom**; and
 - ii. such costs are incurred within three months of the **insured person's** return to the **United Kingdom**.

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| Emergency travel expenses | 2. the additional transport and accommodation expenses incurred by an insured person and up to two people who need to travel to, remain with or escort the insured person if the medical practitioner treating them deems this is necessary. |
| Repatriation expenses | 3. the cost of sending an insured person back to their usual country of residence by the most suitable transport if our medical adviser in consultation with the medical practitioner treating the insured person agrees that this is necessary. |
| Hospital in-patient benefit | 4. the cost incurred by an insured person as a hospital in-patient. We will pay for each complete 24-hour period that the insured person spends in hospital, up to a maximum of 365 days. This is in addition to any amount paid for medical, emergency travel and repatriation expenses. |
| Funeral expenses | 5. the cost of an insured person's overseas funeral or the cost of transporting an insured person's remains to their usual country of residence. This is in addition to any amount paid for medical and emergency travel expenses. |

Cancellation and curtailment, replacement, missed departure, travel delay and search and rescue.

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| Cancellation and curtailment | <p>We will pay you up to the relevant limit stated in the schedule for:</p> <ol style="list-style-type: none"> 1. an insured person's own unused travel, accommodation and pre-booked conference expenses and excursion expenses which you or the insured person has paid or legally has to pay and which cannot be recovered; and 2. the necessary and reasonable additional travel and accommodation expenses for an insured person to continue their trip or return home; <p>if the trip has to be cancelled, cut short or alternative arrangements need to be made to fulfill a pre-arranged insured trip for one of the following reasons:</p> <ol style="list-style-type: none"> a. the insured person's death, accidental injury or illness; b. the death, accidental injury or illness of the insured person's spouse or partner, close relative, fiancée or fiancé, business colleague, travelling companion or someone they are planning to stay or conduct business with; c. the insured person being: <ol style="list-style-type: none"> i. put in quarantine; ii. called for jury service or as a court witness; d. major damage to the insured person's pre-booked accommodation, other than any waterborne vessel or craft, making it impossible for the insured person to stay there; e. the insured person having to be in their usual country of residence following a burglary at or major damage to their home or business premises; f. a kidnap or hijack which prevents the insured person from continuing the insured trip; or g. the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the insured person is booked to travel on their outward or return journey because of a strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslide, avalanche, accident, mechanical breakdown or bad weather. |
| Replacement | 3. If an insured person has to return home during an insured trip as a direct result of one of the above reasons and a business associate is sent to tend to the original insured person's unfinished and essential duties in connection with your business , we will pay for the additional cost of travel and accommodation reasonably and necessarily incurred, up to the relevant limit stated in the schedule. |

- Missed departure and connections
4. **We** will pay up to the relevant limit stated in the schedule for the necessary and reasonable additional travel and accommodation expenses that an **insured person** has to pay to reach their pre-booked destination if they miss the scheduled public transport on which they are booked to travel due to:
- any strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather; or
 - a fellow passenger or crew member of the vehicle in which the **insured person** is travelling being injured or taken ill.
- Travel delay
5. If the scheduled transport on which an **insured person** is booked to travel to reach the planned destination at either the start or the end of an **insured trip** is delayed because of a strike, riot, civil commotion, terrorist or criminal act, fire, flood, earthquake, landslip, avalanche, accident, mechanical breakdown or bad weather, **we** will pay the relevant limit stated in the schedule.
- Search and rescue expenses
6. **We** will pay up to the relevant limit stated in the schedule for the costs incurred by recognised rescue authorities in searching for or rescuing the **insured person**, when:
- the **insured person** has been reported missing to the appropriate authorities during an **insured trip**; or
 - weather or safety conditions are likely to cause significant danger to human life at the last known location of the **insured person** during an **insured trip**.

Personal property and temporary loss of baggage.

- Personal property
1. **We** will pay up to the relevant limit stated in the schedule in respect of loss of or damage to **personal property** occurring during an **insured trip**.
- Claims settlements for articles lost or destroyed will be based on the cost of comparable new articles, less an appropriate allowance for age and condition if the item is more than three years old.
- Temporary loss of baggage
2. If an **insured person's** baggage is temporarily lost for more than four hours, **we** will pay up to the relevant limit stated in the schedule towards the cost of buying or hiring essential and reasonable replacement items.
- If the baggage is not found and **you** make a claim for the lost property under this section, **we** will deduct the cost of the essential replacement items from any amount paid in settlement of that claim.

Money and travel documentation.

- Money
1. **We** will pay up to the relevant limit stated in the schedule in respect of loss of or damage to **money** occurring during an **insured trip**, including any amounts which an **insured person** legally has to pay as a result of fraudulent use of their lost or stolen **credit cards**.
- Foreign currency and travellers' cheques bought for an **insured trip** are also covered while in the custody of the **insured person** from the time they are collected or 120 hours before departure on the **insured trip**, whichever is later, until up to 120 hours after completion of the **insured trip**.
- Travel documentation
2. **We** will pay up to the relevant limit stated in the schedule towards the cost of replacing or restoring business documents belonging to **you** if they are lost or damaged during an **insured trip** while they are the responsibility of an **insured person**. This is payable in addition to any amount paid for **money**.
- If an **insured person** loses or accidentally damages their **money**, passport, visa, green card, travel tickets or other essential travel documents during an **insured trip**, **we** will pay for the reasonable and necessary travel and accommodation costs incurred in replacing them, up to the limit stated in the schedule.
- Kidnap and hijack
3. **We** will pay the relevant limit stated in the schedule for each complete day that an **insured person** is forcibly or illegally detained as the result of a **kidnap or hijack** which starts during an **insured trip**, up to the maximum limit stated in the schedule.
- Personal liability
4. **We** will pay up to the relevant limit stated in the schedule in all for any damages which an **insured person** legally has to pay for an accident which happens during an **insured trip** and which causes death or bodily or mental injury to a third party or loss of or damage to a third-party's property. All claims caused by one accident will be treated as one claim.

Legal expenses	<p>We will also cover costs we have agreed to in advance to defend the claim.</p> <p>5. We will pay up to the relevant limit stated in the schedule in all for legal expenses incurred by or on behalf of an insured person in making a claim for damages against anyone who has caused injury to, or death or illness of that insured person by an incident occurring during an insured trip, provided we are satisfied that there is a reasonable chance of the claim succeeding.</p> <p>We will handle any negotiations or legal proceedings and will appoint a solicitor or adjuster.</p>
Evacuation.	<p>6. We will pay up to the relevant limit stated in the schedule for the necessary and reasonable cost of sending an insured person back to their country of residence, or to the nearest place of safety, following an evacuation during an insured trip. If it is not possible to return the insured person to their country of residence, we will also pay for the necessary and reasonable costs of additional accommodation.</p>

What is not covered

We will not make any payment for:

All parts of this section	<ol style="list-style-type: none"> 1. any trip within the United Kingdom for any insured person who is a United Kingdom resident unless the insured person has pre-booked paid accommodation on a business trip for at least one night or a flight on a commercial airline. 2. any claim relating to a trip that is booked if, at the time of booking, the insured person: <ol style="list-style-type: none"> a. is recovering from a serious injury or illness; b. has been advised not to travel for medical reasons. 3. any claim, other than a claim under the cancellation or curtailment or replacement sections of this travel policy, relating to a trip that begins if, at the start of the trip, the insured person: <ol style="list-style-type: none"> a. is recovering from a serious injury or illness; b. has been advised not to travel for medical reasons. 4. any trip for the purpose of having medical treatment. 5. any trip to Afghanistan, Central African Republic, Chad, Democratic Republic of Congo, Iran, Iraq, Israel, Ivory Coast, Libya, Niger, Somalia, South Sudan, Sudan, Syria or Yemen. 6. any claim: <ol style="list-style-type: none"> a. arising out of a medical condition which the insured person knew about at the time the insured trip was booked or begins, unless the condition is normally stable, under control and has been without the need for in-patient or emergency medical care in the preceding 12 months; b. arising out of a set of circumstances which the insured person knew about at the time the insured trip was booked unless the insured person could not reasonably have expected such circumstances to result in a claim; c. arising out of pregnancy or childbirth within two months before and two months after the estimated date of delivery. d. resulting from any emotional or psychiatric disorder or condition; e. resulting from any insured person taking or using drugs or controlled substances (other than drugs prescribed by their medical practitioner and used properly); f. resulting from any insured person committing suicide or deliberately injuring themselves or putting themselves in unnecessary danger unless trying to save a human life; g. resulting from the redundancy or resignation of any insured person or the termination of an insured person's contract of employment which you knew was likely to happen at the time the insured trip was booked or begins; or h. resulting from any criminal act by the insured person. 7. the cost of any medication the insured person needs and was taking before the start of the insured trip. 8. <ol style="list-style-type: none"> a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters, any competition.
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- Off-piste skiing is only covered if the **insured person** is accompanied by a suitably experienced guide;
- 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, any kind of race, endurance test or any other activity with a similar increased risk of personal 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 any other aerial activities other than travel by air as a passenger.
9. any claim directly or indirectly arising out of or contributed to by 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.
 10. any claim directly or indirectly caused by **war** or **nuclear risks**.
- Missed departure and travel delay
11. missed departure and connections or travel delay due to a strike or industrial action which existed or for which advance warning had been given before the date on which the **insured trip** was booked.
 12. missed departure and connections unless **you** provide written confirmation of the delay and the reason for it from the public transport carrier or a garage or motoring organisation.
 13. travel delay unless **you** provide written confirmation from the transport company or their agents of the actual date and time of departure and the reason for the delay.
- Personal property, temporary loss of baggage, money and travel documentation
14. any loss of **personal property**, baggage, **money** or travel documentation not reported to the police within 48 hours of discovery.
 15. temporary loss of baggage unless **you** provide a property irregularity report from the transport company.
 16. loss of or damage to **personal property** due to:
 - a. wear and tear or gradual deterioration; or
 - b. mechanical or electrical failure or breakdown.
 17. loss of **valuables** from baggage unless carried by hand and under the **insured person's** personal supervision.
 18. loss of or damage to **personal property** sent as freight or under an airway-bill or bill of lading.
 19. loss of or damage to **personal property** left in a motor vehicle unless the items are locked in the boot or trunk area or vehicle glove compartment.
 20. loss of or damage to **personal property** or **money** caused by **confiscation**.
 21. loss or theft or fraudulent use of a **credit card** unless the **insured person** has complied with all the terms and conditions under which the card was issued.
 22. loss of **money** due to exchange, errors or omissions in transactions or purchases, or depreciation in value.
- Hijack and kidnap
23. ransom payments or any payment to secure the release of the **insured person** following their **kidnap** or **hijack**.
- Personal liability
24. any **insured person's** liability for injury to, or illness or death of, any member of their family or household or their employee.

25. any liability to any person who is under a contract of employment, service or apprenticeship with **you** or any **insured person** arising out of or in the course of their employment or their work for **you** or the **insured person**.
26. any **insured person's** liability for loss of or damage to property which belongs to or is in the care, custody or control of **you** or the **insured person** or any employee of **you** or the **insured person** or any member of the **insured person's** family or household.
27. any **insured person's** liability arising out of:
- a. the ownership, occupation, possession or use of any land or building other than damage to the structure or building, including its contents, of any accommodation the **insured person** is staying in temporarily during the **insured trip**;
 - b. passing-on any infectious disease;
 - c. the practice of any business, profession or occupation, or the supply of goods or services;
 - d. any contract, if that liability is greater than the liability the **insured person** would have at law without the contract;
 - e. the use of any mechanically-propelled vehicle except golf buggies;
 - f. the use of any aircraft, or any watercraft other than sailboards, surfboards, canoes, rowing boats and dinghies under twelve feet or hand-propelled paddle boats and inflatable sailing dinghies;
 - g. the use of any firearm or weapon; or
 - h. any animal, other than horses hired for the purpose of hacking.
- Legal expenses 28. legal expenses incurred by or on behalf of the **insured person** without **our** written permission.
- Evacuation 29. any **evacuation** due to:
- a. any **insured person** violating the laws or regulations of the country from which they are evacuated;
 - b. any **insured person** failing to produce or maintain any relevant visa, permit or relevant documentation for the country from which they are evacuated;
 - c. property of **yours** or any **insured person** being repossessed to satisfy any debt, insolvency or other financial failure;
 - d. **your** or any **insured person's** failure to honour any contractual obligation, bond or performance condition of any licence; or
 - e. any conditions which were in existence or reasonably foreseeable prior to the **insured person** entering the country.
- Excess 30. the amount of any applicable **excess** shown in the schedule.

How much we will pay

Reimbursed or recovered costs

We will pay **you** up to the relevant limit stated in the schedule.

Medical treatment in the United Kingdom

If **you** receive or are entitled to receive any compensation, refund or reimbursement of any costs, charges or expenses in connection with an otherwise covered loss, **we** will deduct any such amounts from the amount **we** pay for any claim under this section.

The most **we** will pay for medical, surgical or other remedial attention or treatment given or prescribed by a medical practitioner and all hospital, nursing home and ambulance charges within the **United Kingdom** is £50,000 in respect of each **insured person**.

Your obligations**If a problem arises**

We will not make any payment under this section unless:

1. **you** or the **insured person** notifies **us** or **our** agent, using the contact details shown on the schedule:
 - a. as soon as reasonably possible if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation; and
 - b. promptly of any accident, other illness or injury, loss, damage or liability which might be covered under this section; and
2. **you** or the **insured person** provides **us** or **our** agent, using the contact details shown on the schedule, with all correspondence and supporting documentation **we** require in relation to any claim under this section.

Medical bills and doctors' certificates

If any **insured person** has to pay any medical expenses outside their usual country of residence, they must keep the original receipts and bills to support any request for payment under this section.

If any **insured person** cancels or cuts short an **insured trip** because of a medical condition, they must obtain a doctor's certificate to support any request for payment under this section.

Special conditions

Period of cover

We will cover **you** for each **insured person** for each **insured trip** that begins and ends during the **period of insurance**, and for any **insured trip** that begins during the **period of insurance** and continues into the next period provided that this section has been renewed with **us**. If this section has not been renewed, cover will continue for no more than 14 days after expiry.

If any **insured person** cannot finish their **insured trip** within six months because of circumstances beyond their control, **we** will continue to provide cover for up to an extra 30 days and no additional premium will be due.

If any **insured person** is involved in a **kidnap or hijack** during an **insured trip**, **we** will continue to provide cover for up to an additional twelve months. No additional premium will be charged for this extension.

For cancellation cover only, **we** will cover bookings made during the **period of insurance** for **insured trips** which are planned to start no later than twelve months after the date of booking. Cover starts at the time a confirmed booking is made. If this section has not been renewed with **us**, cover ends at the expiry date stated in the schedule.

Visits to areas of war and unrest

No **insured person** is covered under this section while visiting any country to which the Foreign and Commonwealth Office advises against all travel or all but essential travel at either the time of booking or time of departure, unless **we** give **our** prior written agreement. If **we** provide such agreement, **we** may apply additional **policy** terms and require **you** to pay an additional premium.

For further information, please visit the Foreign and Commonwealth Office's website: <https://www.gov.uk/government/organisations/foreign-commonwealth-office>.

Claims

Hiscox assistance

In the event of a medical emergency outside the **United Kingdom**, **you** should ring the number shown on the schedule for help and advice.

The number is open 24-hours every day. **You** must ring this number as soon as reasonably possible if injury or illness results in the need for in-patient hospital treatment or the possible need for emergency travel or repatriation.

You will be required to provide the following information:

Your name.

The telephone or facsimile number where **you** can be reached.

The nature of the emergency.

The name of **your** company and the Hiscox policy number.