

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.	

Terrorism extension

The General terms and conditions, the Property definitions, the terms and conditions of any **covered property section** and the following terms and conditions all apply to this section.

Special definitions for this extension

CBRN incident	Any chemical, biological, radiological or nuclear incident where the proximate cause is a terrorist act .
Covered property section	Any section of this policy where cover is provided for damage to your property or property for which you are legally responsible.
Damage	Also includes contamination arising from a CBRN incident .
Insured damage by terrorism	<p>Damage occurring during the period of insurance and caused by a terrorist act to property insured under any covered property section, provided that:</p> <ol style="list-style-type: none"> 1. the insured property is located within England, Wales or Scotland but not the territorial seas adjacent to England, Wales and Scotland as defined by the Territorial Sea Act 1987 or the Channel Islands or the Isle of Man; and 2. the terrorist act has been certified as such by Her Majesty's Government or Her Majesty's Treasury or any successor authority.
Interference with a computer system	<ol style="list-style-type: none"> 1. Any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. This includes, but is not limited to, Trojan Horses, worms and logic bombs; 2. any access or attempted access to data or information made by means of misrepresentation or deception; 3. any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks; or 4. unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether your property or not.
Terrorist act	An act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto or as otherwise defined in the Reinsurance (Acts of Terrorism) Act 1993 or any amendments to such Act as may be made from time to time.

What is covered

Insured damage by terrorism	1. We will insure you against insured damage by terrorism .
Business interruption	2. Where an amount insured is shown for business interruption in the terrorism section of the schedule, we will also insure you for your financial losses resulting solely and directly from an interruption to your business caused by insured damage by terrorism . We will pay for no longer than the period shown in the schedule against each insured item.

Any exclusion relating to **terrorism** or **nuclear risks** within any property section of this **policy** will not operate to negate the coverage given under this section.

What is not covered

We will not make any payment for **damage**:

1. caused by **war**, riot or civil commotion.
2. to or the alteration, modification, distortion, erasure or corruption of:

Terrorism extension

- a. any computer system or other equipment or component or system or item which processes, stores, transmits or receives data; or
- b. any part of such system, equipment, component or item, whether tangible or intangible including, but not limited to, any information or program or software; or
- c. data processed by any such computer or other equipment or component or system or item;

whether **your property** or not, where such **damage**, alteration, modification, distortion, erasure or corruption is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from any **interference with a computer system**.

3. to any nuclear installation or nuclear reactor.
4. to any **property**:
 - a. not insured under any property section of this **policy**;
 - b. which is specifically excluded elsewhere in this **policy**; or
 - c. covered by any form of transit, marine or aviation insurance policy.

How much we will pay

We will pay up to the **amount insured** shown in the **covered property sections** and the business interruption section(s) in the schedule. However, the most we will pay for all losses under this extension is the amount shown in the property – terrorism section of the schedule, regardless of the number of **terrorist acts**.

Your obligations

Maintaining insurance

You, and any parent or subsidiary of **you**, must maintain cover for **terrorist acts** on all **property** within England, Wales and Scotland which is owned by **you**, including any **property** which is not insured by **us**.

Where an **amount insured** is shown in the terrorism section of the schedule, **you** must also maintain cover for all insured **property** under the appropriate property section of this **policy**.

Where **we** become aware that **you** or any parent or subsidiary of **you** are not complying with either of the obligations listed above, **we** will not make any payment under this extension for any **damage** caused by a **terrorist act**.

Onus of proof

In any action lawsuit or other proceedings or where **we** state any **insured damage by terrorism** is not covered by this section, it will be **your** responsibility to prove otherwise.

NaCTSO discount

Where it is shown in the schedule that a NaCTSO membership discount applies **you** must have engaged in a National Counter Terrorism Security Office (NaCTSO) initiative and are actively undertaking and implementing an action plan. The discount only applies where **you** participate in the crowded places programme and **you** must advise **us** if **you** no longer continue to do so.

Additional terms

The following terms and conditions of the **policy** shall not apply to the coverage provided by this extension:

1. any long-term agreement
2. any premium rebate agreement
3. any terms and conditions which provide for adjustment of the premium based upon declarations by **you**
4. any extension to cover **property** which is located outside England, Wales or Scotland; or
5. any provision for a premium refund following cancellation. In the event **you** cancel the coverage under this extension any unpaid premium for the **period of insurance** must be paid to **us**.