

## 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

## Professions and Specialty Commercial – Endorsement

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.	

**Key benefits: what risks are you protected against?**

---

Professional and legal liability insurance covers you and any subsidiary of yours for investigations and claims made during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you or your subsidiary. We will pay for awards up to the limit of indemnity shown in the policy schedule, including the legal defence costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation;
- your failure to comply with any taxation guidelines.

We will also pay:

- the defence costs for claims against you arising from a breach of contract;
- the costs to reduce the likelihood or consequence of an investigation, including those undertaken by the Charity Commission;
- the costs incurred to make a compulsory notification to an official body;
- your direct financial loss discovered during the period of insurance arising from the dishonesty of any employee of yours, other than your directors, partners or officers.

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover relevant persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

**Significant or unusual exclusions and limitations:**

---

We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising out of any statement which you or the individual concerned knew or ought to have known was defamatory at the time of publication;
- arising from any requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising out of the provision or failure to provide any medical services required in the treatment or case of any person;
- arising out of infringement of any patent, trade mark, copyright, registered design or intellectual property rights other than for defence costs;
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.