

Art and Private Client – 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	<u>Customer relations:</u> customerrelations.ireland@hiscox.com +353 1 238 1810
Contact numbers and email addresses for Claims	<u>Private Client claims</u> privateclientclaims.ireland@hiscox.com +353 1 238 1814
Complaints:	Customer Relations Hiscox SA (Irish branch) The Observatory

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	<p>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@fspoi.ie Web: www.fspoi.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.	

Renovation and extension

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The General terms and conditions, the terms and conditions of the Home and personal possessions and Your legal liabilities sections, and the following terms and conditions all apply to this section.

If **you** need to make a claim, please refer to 'How to make a claim' within the General terms and conditions.

Special definitions for this section

The following extra definitions apply to this whole of this section and are in addition to any other definitions shown in the General terms and conditions, the Home and personal possessions and Your legal liabilities sections of this **policy**.

Building works

The permanent works shown in **your schedule** taking place within or adjacent to the grounds of **your home**, including:

1. materials to be incorporated into the permanent works which have been supplied by **you**;
2. structures and materials that are necessary for access to or support of the works which will:
 - a. be removed from **your home** on or before the date the renovation or extension work is completed; and
 - b. not be used again in connection with any other building project,

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

Contract

The contractual agreement declared to **us** under which the **building works** are undertaken.

Hired in plant

1. Mechanical, electrical or manually powered equipment;
2. containment, preparation and handling equipment;
3. scaffolding, staging, ladders and similar equipment; and
4. site huts or cabins;

or similar contractor's plant and equipment all at the address shown in the **schedule** which are hired by **you** and for which **you** are legally responsible.

We do not include within this definition any contractor's plant or equipment on a hire purchase, lease agreement or which is on free loan to **you**.

Original estimated contract price

The estimated or quoted value of the **building works** before the start of such works, including any other cost in connection with the **contract**.

Owned plant

1. Mechanical, electrical or manually powered equipment;
2. containment, preparation and handling equipment;
3. scaffolding, staging, ladders and similar equipment; and
4. site huts or cabins;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

Period of insurance

The time for which this section is in force as shown in **your schedule**.

Building works

The terms and conditions of **your** Home and personal possessions section also apply to this cover.

What is covered

Building works	We will cover the building works against physical loss or physical damage which happens during the period of insurance.
Owned plant	Where shown in the schedule , we will cover your owned plant used in building works against physical loss or physical damage which happens during the period of insurance .
Hired in plant	<p>Where shown in the schedule, we will cover you against any claim for damages which you are legally liable to pay, under the terms and conditions of a hiring agreement, for physical loss or physical damage to hired in plant which happens anywhere in the United Kingdom during the period of insurance while such equipment is used in building works and in your care.</p> <p>We will also cover:</p> <ol style="list-style-type: none"> 1. any continuing hire charges you are legally liable to pay for hired in plant because of physical loss or physical damage we have agreed to pay under this section; and 2. the costs and expenses that we agree to in advance to defend a claim. <p>However, we do not cover hired in plant which you have hired to your contractor or any other third party.</p>
Additional covers	We will also provide you with the following cover up to the corresponding amount insured .
Plans and documents	If the plans, drawings or other contract documents relating to the building works are lost or damaged while anywhere within the United Kingdom as a result of physical loss or physical damage covered under this section, we will pay for the reasonable and necessary cost of re-writing or reproducing such plans, drawings or documents.
Loss prevention costs	We will pay the reasonable and necessary costs that you incur to protect the building works from imminent physical damage which would otherwise be insured by this policy occurring during the period of insurance .
Transit and off-site storage	We will cover the materials for incorporation into the building works which are supplied by you or for which you are legally responsible while in transit within the United Kingdom or while temporarily stored anywhere within the United Kingdom . We will cover such property against physical loss or physical damage which happens during the period of insurance .
Tracing a leak	<p>We will pay the costs incurred to find and access the point of escape of:</p> <ol style="list-style-type: none"> 1. a domestic heating fuel or water leak from your permanent internal plumbing or heating system installed for the purpose of the building works, which is likely to cause insured damage to the buildings or personal possessions. 2. a water leak from the underground service pipes installed for the purposes of the building works serving your home for which you are legally responsible outside the home but at the address shown in the schedule. <p>The leak must happen during the period of insurance.</p> <p>The most we will pay is the amount insured for tracing a leak shown in the Home and personal possessions section of the schedule.</p>
Alternative accommodation	<p>We will cover your reasonable and necessary additional costs of alternative accommodation, which we have agreed to in advance, while your home cannot be lived in because of physical loss or physical damage to the building works which we have agreed to pay under this section.</p> <p>The most we will pay is the amount insured for alternative accommodation shown in the Home and personal possessions section of the schedule.</p>
Machinery breakdown	<p>We will cover your new and unused machinery forming part of the building works against physical loss or physical damage occurring during the period of insurance caused by electrical or mechanical breakdown or explosion.</p> <p>This cover shall continue for a period of:</p> <ol style="list-style-type: none"> 1. seven days from the commencement of testing an individual item; and 2. one calendar month from the commencement date of the insured machinery being put into operation.

The most **we** will pay is the **amount insured** for **building works** shown in the **schedule**.

What is not covered

The following exclusions are in addition to those shown in the Home and personal possessions section of the **policy**.

We do not cover:

1. theft of unfixed non-ferrous metal of any description unless contained within a:
 - a. secured and locked purpose built security container; or
 - b. building where all openings have been secured by doors and windows having been fitted and doors and windows have been locked.
2. mechanical or electrical faults or breakdown, other than where covered under Additional covers, Machinery breakdown.
3. computers and peripheral equipment contained within site huts.
4. theft of or malicious damage to machine attachments, power tools, hand tools and manually powered implements from vehicles. However, this exclusion shall not apply if the total amount of all such claims is less than £5,000.
5. tyres, tools cutting edges, moulds, dies, patterns, non-metallic linings, glass, pulverising and crushing surfaces, flexible pipes, cables, drive belts, or parts requiring periodic renewal. This exclusion does not apply to physical loss or physical damage caused by persons acting maliciously.
6. safety or protective devices while in use.
7. **owned plant** whilst hired out or on loan to any third party.
8. **building works** which are:
 - a. not constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete;
 - b. roofed in whole or in part with thatch; or
 - c. of timber frame construction (other than normal roof trusses, supports and beams) or otherwise constructed or insulated with combustible material.
9. loss or damage resulting from **building works** being undertaken at an open trench depth of five metres (16 feet 4.85 inches) or more below the normal ground level surrounding the area where the **building works** are taking place.
10. costs incurred in respect of:
 - a. replacing or rectifying piles or retaining wall elements which:
 - i. have become misplaced, misaligned or jammed during their construction;
 - ii. are lost or abandoned or damaged during driving or extraction; or
 - iii. have become obstructed by jammed or damaged piling equipment or casings;
 - b. rectifying disconnected or declutched sheet piles;
 - c. rectifying any leakage or infiltration of material of any kind;
 - d. filling voids or for replacing lost bentonite;
 - e. any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity; or
 - f. reinstating profiles or dimensions.

This exclusion does not apply to physical loss or physical damage caused by fire, subsidence, landslip, escape of water or flood.
11. loss or damage where **building works** ceases for a continuous period of 60 days in a row unless agreed by **us** in writing.

How much we will pay

Excess	<p>Your schedule will show you the maximum amount we will pay for each agreed claim. This amount will be shown as an amount insured.</p> <p>We will not pay the cost of preparing a claim.</p>
Building works	<p>Your schedule will show you if you are required to pay the first part of each agreed claim. This amount will be shown as an excess.</p> <p>The amount insured for building works:</p> <ol style="list-style-type: none"> 1. applies to each incident of loss and will be automatically restored to the full amount after we pay a loss provided you carry out our recommendations to prevent further loss or damage; and 2. will automatically reduce as each phase of the building works is completed and handed over to you. <p>In the event of a claim, at our option we will pay you:</p> <ol style="list-style-type: none"> 1. the value of the building works at the time of physical damage, or 2. the cost of repairing or reinstating the damaged building works provided you carry out the repairs or reinstatement and do so without unreasonable delay. <p>The most we will pay for each incident of loss is the lesser of:</p> <ol style="list-style-type: none"> 1. the original estimated contract price, plus the cost of any additions or amendments or variations, including the value of all materials supplied by you for incorporation into the building works; or 2. the amount insured. This amount may be increased by up to 25% should the original estimated contract price plus the cost of any additions or amendments or variations, including the price of all materials supplied by you which are to be incorporated into the building works, exceed the amount insured.
Owned plant	<p>We will decide whether to repair or replace any lost or damaged item or to make a cash settlement based on the market value of the item if the item is more than one year old on the date of loss.</p> <p>You must carry out any repair or replacement without unreasonable delay. If lost or damaged property is not repaired or replaced within a reasonable period of time we will only pay the market value of the item on the date of loss, provided such cost does not exceed the cost of repair or replacement.</p> <p>If we pay the full amount insured for any item of owned plant, we will then have the right to take possession of it.</p>
Hired in plant	<p>The most we will pay for each incident, including any costs and expenses, is the amount insured for hired in plant.</p>
Fees and extra expenses	<p>We will pay the fees and extra expenses, as covered in the Home and personal possessions section, which are necessarily incurred in the repair or reinstatement of the damaged building works.</p>

Your legal liabilities

The terms and conditions of the Your legal liabilities section also apply to this cover.

What is covered

Property owner	<p>We will cover any claim made for compensation against you if, as a result of the building works taking place at your home any party brings a claim against you for:</p> <ol style="list-style-type: none"> 1. an accident which causes bodily injury or property damage during the period of insurance; 2. nuisance, trespass or interference with any easement or right of air, light, water or way committed during the period of insurance.
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We will also cover the costs and expenses **we** agree to in advance to defend the claim.

The most **we** will pay is the **amount insured** shown in the **schedule** under the Your legal liabilities section.

Court attendance

If **you** are required to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation to cover salary or wages and reasonable and necessary travel and accommodation costs for each day, or part of a day, that **your** attendance is required by **our** solicitor, up to a maximum of £500 per day.

What is not covered

The following exclusions are in addition to those shown in the Your legal liabilities section of the **policy**.

We do not cover:

1. nuisance, trespass or interference with any easement or right of air, light, water or way which is the result of a deliberate act or omission by **you** or which arise as a natural consequence of the ordinary conduct of the **contract** and which could reasonably have been expected by **you**.
2. **Your** liability for injury to:
 - a. **you**;
 - b. any contractor named in the **schedule**, or any person hired or employed by them, or otherwise working under their supervision; or
 - c. any other person arising out of or in the course of their employment under a contract of service or apprenticeship with **you**.
3. the use, testing, ownership, sale or removal of asbestos, asbestos fibres or materials containing asbestos.
4. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
5. loss or damage to property:
 - a. comprising or to be incorporated in the **building works** in respect of any contract undertaken by **you**; or
 - b. against which **you** or any of **your** contractors if named in the **schedule**, are required to effect insurance under the terms of Clause 6.5.1 of the Joint Contracts Tribunal Conditions of Contract or of any other contract condition requiring insurance of like kind, for example non-negligence liability insurance.
6. loss, damage or liability where **building works** ceases for a continuous period of 60 days in a row unless agreed by **us** in writing.

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim. This amount will be shown as an **amount insured**.

Costs and expenses

In addition to the **amount insured**, **we** will pay the costs and expenses **we** agree to in advance to defend a covered claim.

If a payment greater than the **amount insured** has to be paid for a covered claim, the amount **we** will pay for costs and expenses will be limited to the proportion the **amount insured** bears to the amount paid in respect of the claim.

Excess

Your schedule will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**.

Non-negligent liability

Please read **your schedule** to see if Non-negligent liability is covered.

The terms and conditions of the Your legal liabilities section also apply to this cover.

What is covered

We will cover **you** against any claim for damages which **you** may incur or sustain by reason of **bodily injury** or **property damage** during the **period of insurance** where negligence by the contractor and any sub-contractor cannot be clearly established. **We** will provide this cover where such **bodily injury** or **property damage** is caused by any of the insured perils listed below arising out of, in the course of or by reason of carrying out the **building works**.

Insured perils:

Collapse, **subsidence, heave**, vibration, weakening or removal of support, or lowering of ground water.

We will also pay any costs and expenses that **we** agree to in advance to defend the claim.

What is not covered

We do not cover:

1. **your** liability arising out of any contract, unless **you** would have been liable by law if the contract had not existed.
2. **your** liability for injury or damage to property caused by the negligence, omission, breach of statutory duty or default by **you, your** contractor or sub-contractor, or any servant or agent of **yours** or of **your** contractor or sub-contractor involved in the **contract**.
3. **your** liability for **bodily injury** or **property damage** attributable to errors or omissions in the design, planning or specification of the **building works**.
4. **your** liability for **bodily injury** or **property damage** which can reasonably be foreseen to be inevitable, having regard to the nature of the work to be undertaken or the manner of its execution.
5. **your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
6. **your** liability for damage to any work undertaken in connection with the **building works** or to any materials, plant, tools, equipment, temporary works, temporary buildings or any other property brought onto the premises where the **building works** are taking place for the purpose of carrying out such **building works**.
7. loss, damage or liability where **building works** ceases for a continuous period of 60 days in a row unless agreed by **us** in writing.

How much we will pay

Your schedule will show **you** the maximum amount **we** will pay for each agreed claim. This amount will be shown as an **amount insured**.

Costs and expenses

In addition to the **amount insured**, **we** will pay the costs and expenses **we** agree to in advance to defend a covered claim.

If a payment greater than the **amount insured** has to be paid for a covered claim, the amount **we** will pay for costs and expenses will be limited to the proportion the **amount insured** bears to the amount paid in respect of the claim.

Excess

Your schedule will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an **excess**.

Special conditions

The following conditions apply to the whole of this section and are in addition to the General terms and conditions.

Survey

We reserve the right, during the **period of insurance**, to have access to and survey the works at the site where the **building works** are taking place. If **we** wish to survey the site of the **building works** **we** will contact **you** to arrange a mutually convenient date and time with **you**.

If **you** do not allow **us** access to undertake a survey or the results of a survey reveal the risk is detrimentally or materially different from the risk **you** told **us** about when **we** agreed **your** insurance, **we** may:

1. require **you** to carry out specified risk improvements detailed in the survey report within specific time frames;
2. amend the terms of **your policy**;
3. charge **you** more for **your policy**; or
4. cancel **your policy** in accordance with the cancellation condition.

Pre-existing defects

We may ask **you** to provide **us** with a home survey report to establish the condition of the **buildings at your home**. If such a report is not available or provided to **us** within the timeframes **we** have agreed upon then the onus will be upon **you** to prove that any physical loss or physical damage to **your home** was not caused by or did not result from any pre-existing defect.

Your obligations

The following obligations apply when:

1. any of **your** contractors are named in the **schedule** (known as a joint insured); or
2. **you** are responsible for managing the **building works**.

If **you** are responsible for managing the **building works**, **you** must fulfil the obligations below.

If any of **your** contractors are named in the **schedule**, **you** must provide them with a copy of the hand book that **we** sent to **you** when **we** accepted this insurance. The contractor(s) named in **your schedule** must also fulfil the obligations below.

If **we** determine that any claim **you** make under this section has been adversely impacted directly by a failure to fulfil the obligations below, **we** will reduce the amount **we** pay by the amount of any detriment caused. However, **we** will not take this course of action if the failure to fulfil such obligations is entirely beyond **your** control.

If any of **your** contractors are named in **your schedule** and are responsible for causing an injury or damage to property, **we** may start recovery proceedings in **your** name. **You** must give **us** all the assistance **we** need to do this. **You** must not enter into any agreement with any of **your** contractors waiving **our** right to start proceedings in **your** name.

Fire precautions

The following obligations apply when carrying out any work involving the application of heat or the use of angle grinders or disc cutters.

You or any of **your** contractors must ensure that:

1. a thorough examination of the immediate vicinity of the work, including the area on the other side of any wall or partition, is made to see whether any combustible material is in danger of ignition either directly or by conducted heat. **You** must retain a written record that such inspection has been undertaken;
2. all moveable and combustible materials are removed from the immediate vicinity of the work to a distance of not less than 15 metres from the point of application of heat. Combustible materials which cannot be moved must be covered and fully protected by screens of non-combustible material;
3. there shall be available for immediate use at the site of the work either:
 - a. two portable multi-purpose dry powder fire extinguishers to European standard BS EN 3 or British Standard BS5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS5306-3; or
 - b. a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion;
4. the lighting of all blow lamps, blow torches, welding and cutting equipment is carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment is left unattended;
5. any gas cylinders not required for immediate use are kept outside the building in which work is taking place and in any event at least 15 metres from the point of application of heat or use of angle grinders or disc cutters;
6. any tar bitumen or asphalt boiler is not left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted; and

7. for at least one hour after the completion of each period of work or stage of work involving the application of heat or use of angle grinders or disc cutters, the area in which the heat was used or the cutting was carried out is thoroughly inspected and continuously attended to ensure that any outbreak of fire or signs of all possible outbreak of fire will be noticed.

Underground services

The following obligations apply when carrying out any excavation or earth moving operations involving digging, drilling or boring.

You or any of **your** contractors must ensure that:

1. prior to the commencement of any excavation or earth moving work that:
 - a. all enquiries, including those with the relevant authority responsible, as to the location of existing pipes, cables, mains or other underground services have been made and confirmed in writing;
 - b. remote electrical devices are used, where practicable, to locate existing pipes, cables, mains or other underground services; and
 - c. all persons carrying out excavation or earth moving work are made aware of the location of pipes, cables, mains or other underground services;
2. a method of work is adopted which minimises the risk of physical loss or physical damage to pipes, cables, mains or other underground services; and
3. a full written record of the enquiries and measures taken to locate and minimise the risk of physical loss or physical damage to pipes, cables, mains and other underground services are kept.

Lifting operations

You or any of **your** contractors must ensure that any operation in which a load is shared between any items of lifting plant or lifting equipment is conducted in accordance with the British standard for the Safe Use of Cranes – BS7121 or as amended from time to time.

Plumbing checking

You or any of **your** contractors must ensure that all plumbing and connected pipework is pressure tested at the moment of first introduction of water and checked for two consecutive hours after the first introduction of water to ensure that there are no leaks.

Unattended premises

When **your home** has not been lived in for 60 days in a row by **you** during the **building works** and left unattended overnight **you** or any of **your** contractors must:

1. turn off at the mains the gas, water and electricity supply unless such services are required to prevent frost damage or to power security systems or fire protection systems;
2. ensure that all doors, windows and other access points are secured and any alarm protection available is activated; and
3. ensure that the site of the **building works** is thoroughly inspected by **you** or **your** representative at least once per week. Any work that is necessary to maintain the security arrangements or to rectify defects must be carried out as soon as possible without unreasonable delay.

We will write to **you** if **we** need to amend the terms of **your policy**, require **you** to pay more for **your** insurance or cancel **your policy**.