

**[SCHEDULE/ENDORSEMENT]**
**Policy Number [Policy Number]**
**Endorsements which apply to the whole policy**
**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:  | <p>Hiscox SA registered head office:<br/>Avenue John F. Kennedy 35F<br/>1855 Luxembourg<br/>LUXEMBOURG</p> <p>Local branch office:<br/>Hiscox SA (Irish branch)<br/>The Observatory<br/>7-11 Sir John Rogerson's Quay<br/>Dublin 2<br/>D02 VC42<br/>REPUBLIC OF IRELAND</p> <p>Website: <a href="https://Hiscox.ie">https://Hiscox.ie</a></p> |
| Company number:   | <p>Hiscox SA:<br/>Registered in Luxembourg with Trade and Company Register<br/>Luxembourg (RCS Luxembourg): registration number B217018</p> <p>Hiscox SA (Irish branch):<br/>Registered in Republic of Ireland with Companies Registration Office:<br/>company number 908764</p>  |
| Regulator:  | <p>Hiscox SA is subject to the supervision of the Commissariat aux Assurances<br/>Local branch regulator: Central Bank of Ireland</p>   |
| Signatory:  | Richard O'Dwyer<br>Managing Director, Hiscox SA (Irish branch)  |
| Contact number and email address for Customer Relations | <p><u>Customer relations:</u><br/><a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a><br/>+353 1 238 1810</p>  |
| Contact numbers and email addresses for Claims          | <p><u>Liability claims:</u><br/><a href="mailto:liabilityclaims.ireland@hiscox.com">liabilityclaims.ireland@hiscox.com</a><br/>+353 1 238 1811</p> <p><u>Commercial property claims:</u><br/><a href="mailto:commercialpropertyclaims.ireland@hiscox.com">commercialpropertyclaims.ireland@hiscox.com</a><br/>+353 1 238 1812</p>             |

**[SCHEDULE/ENDORSEMENT]**

Policy Number [Policy Number]

|  |   |
|--|---|
| <p>Complaints:</p>   | <p>Customer Relations<br/> Hiscox SA (Irish branch)<br/> The Observatory<br/> 7-11 Sir John Rogerson's Quay<br/> Dublin 2<br/> D02 VC42<br/> REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1 238 1810<br/> or by email at <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a>.</p>  |
| <p>Complaints (regulator):</p>   | <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:<br/> Financial Services and Pensions Ombudsman<br/> Lincoln House<br/> Lincoln Place<br/> Dublin<br/> DO2 VH29</p> <p>Phone: +353 1 567 7000<br/> Email: <a href="mailto:info@fspoi.ie">info@fspoi.ie</a><br/> Web: <a href="http://www.fspoi.ie">www.fspoi.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<br/> 7, boulevard Joseph II<br/> L-1840 Luxembourg<br/> LUXEMBOURG<br/> e-mail: <a href="mailto:caa@caa.lu">caa@caa.lu</a></p> <p>Insurance Ombudsman<br/> ACA,<br/> 12, rue Erasme,<br/> L - 1468 Luxembourg<br/> LUXEMBOURG<br/> Phone: +352 44 21 44 1<br/> Fax: +352 44-02-89<br/> e-mail: <a href="mailto:mediateur@aca.lu">mediateur@aca.lu</a></p> |
| <p>In addition, any references to Hiscox Underwriting Ltd in <b>your policy</b> are removed.</p> |   |

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

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**Special definitions for this section**

|                         |  |
|-------------------------|--|
| <b>Bodily injury</b>    | Death, or any bodily or mental injury or disease of any person.  |
| <b>Defence costs</b>    | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .   |
| <b>Denial of access</b> | Nuisance, trespass or interference with any easement or right of air, light, water or way.   |
| <b>Inefficacy</b>       | The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.               |
| <b>Personal injury</b>  | False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy. |
| <b>Pollution</b>        | Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.  |
| <b>Products</b>         | Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .                            |
| <b>Property damage</b>  | Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.  |
| <b>Tool of trade</b>    | Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.   |
| <b>You/your</b>         | Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.                 |

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**What is covered**

|                             |   |
|-----------------------------|---|
| Claims against you          | <p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"><li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li><li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li></ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>                            |
| Overseas personal liability | <p><b>We</b> will indemnify <b>you</b> and if <b>you</b> so request, any of <b>your</b> directors, partners or any employee or spouse of such person against legal liability as a result of <b>bodily injury</b>, <b>property damage</b> or <b>personal injury</b> incurred in a personal capacity whilst temporarily outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland other than:</p> <ol style="list-style-type: none"><li>where indemnity arises out of the ownership or occupation of land or buildings;</li><li>where indemnity is provided by any other insurance.</li></ol>   |
| Claims against principals   | <p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li></ol> |

**Public and products liability**  
Policy wording

- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

**Cross liabilities**

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

**Criminal proceedings costs**

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

**Additional cover**

**Court attendance compensation**

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

**What is not covered**

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

**Property for which you are responsible**

- 1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
  - a. employees' or visitors' vehicles or effects while on **your** premises;
  - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
  - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
- 2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

  - a. any **tool of trade**;
  - b. the loading or unloading of any vehicle off the highway.

**Injury to employees**

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.

**Pollution**

- 4. a. i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
  - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
- b. any **pollution** occurring in the United States of America or Canada.

**Computer virus**

5. transmission of a computer **virus**.

**Professional advice**

6. designs, plans, specifications, formulae, directions or advice prepared or given by **you**.

**Your products**

- 7. the costs of recalling, removing, repairing, reconditioning or replacing any **product** or any of its parts.
- 8. a. any **products** relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such **products**;
- b. any **products** installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or **products**.

|  |  |
|--|--|
| Inefficacy                             | 9. <b>inefficacy.</b>  |
| Deliberate or reckless acts            | 10. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. |
| Contracts                              | 11. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.  |
| Date recognition                       | 12. <b>date recognition.</b>   |
| War, terrorism and nuclear             | 13. <b>war, terrorism or nuclear risks.</b>  |
| Asbestos                               | 14. <b>asbestos risks.</b>   |
|  | B. <b>We</b> will not make any payment for:  |
| Restricted recovery rights             | 1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.   |
| Non-compensatory payments              | 2. fines and contractual penalties, punitive or exemplary damages.   |
| Claims outside the applicable courts   | 3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.<br><br>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.   |
| Claims outside the geographical limits | 4. any claim brought against <b>you</b> resulting from work <b>you</b> undertake in any country outside the <b>geographical limits.</b>  |

## How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

## Special limits

|   |  |
|---|--|
| Products                                    | For claims arising from <b>your products</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims. <b>We</b> will also pay for <b>defence costs</b> for those claims until the limit of indemnity has been exhausted. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.   |
| Pollution                                   | For claims arising from <b>pollution</b> , the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> , including any claims forming part of a series of other claims regarded as one claim under this section. The most <b>we</b> will pay for <b>defence costs</b> in relation to <b>pollution</b> claims is the amount shown in the schedule. <b>You</b> must pay the relevant <b>excess</b> shown in the schedule. |
| Claims brought against you in USA or Canada | If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most <b>we</b> will pay is a single limit of indemnity for the total of all such claims and their <b>defence costs</b> . <b>You</b> must pay the relevant <b>excess</b> shown in the schedule.  |
| Criminal proceedings costs                  | The most <b>we</b> will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .   |
| Court attendance compensation               | <b>We</b> will pay <b>you</b> the following compensation for each day, or part day: <ul style="list-style-type: none"> <li>1. <b>You</b> or <b>your</b> partner or director €325</li> <li>2. Any other employee €130</li> </ul> The most <b>we</b> will pay for the total of all court attendance compensation is €.   |

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

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## Your obligations

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:  
by email to: liability.claims@hiscox.com; or  
by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.
2. unless you notify **us** as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

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## Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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

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**Special definitions for this section**

|                      |   |
|----------------------|---|
| <b>Bodily injury</b> | Death or any bodily or mental injury or disease.  |
| <b>Defence costs</b> | Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .  |
| <b>Employee</b>      | <p>Any person normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Republic of Ireland working for <b>you</b> in connection with <b>your business</b> who is:</p> <ol style="list-style-type: none"><li>employed by <b>you</b> under a contract of service or apprenticeship;</li><li>hired to or borrowed by <b>you</b>;</li><li>self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li><li>engaged by labour-only sub-contractors;</li><li>a labour master or a person supplied by him;</li><li>engaged under a work experience or training scheme;</li><li>a voluntary helper.</li></ol> |
| <b>Terrorism</b>     | An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.  |

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**What is covered**

|                             |   |
|-----------------------------|---|
| Claims against you          | <p>If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within the <b>geographical limits, we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>   |
| Criminal proceedings        | If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .   |
| Claims against principals   | <p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom you are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"><li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li><li>accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</li><li>has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</li><li>gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</li></ol> |
| Unsatisfied court judgments | If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Channel Islands or the Republic of Ireland and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:   |

- a. the **bodily injury** is caused during the **period of insurance** and arises out of and in the course of his or her employment in **your business**; and
- b. **we** would have covered **your** liability if **you** had caused the **bodily injury**; and
- c. there is no appeal outstanding; and
- d. the **employee** assigns his or her judgment to **us**.

**Additional cover**

Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day, that their attendance is required by **our** solicitor.

**What is not covered**

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

1. any claim or loss directly or indirectly due to:
  - a. any act, breach or omission **you** deliberately or recklessly commit, condone or ignore.
  - b. any **bodily injury** caused to any of **your employees** while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.
  - c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.
2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.  
This applies to proceedings in the applicable courts to enforce, or which are based on, judgment or award from outside the applicable courts.

**How much we will pay**

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

**Special limits**

- Terrorism
- The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs
- We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.
- Court attendance compensation
- We** will pay **you** the following compensation for each day, or part day:
- |  |      |
|--|------|
| 1. <b>You</b> or <b>your</b> partner or director | €325 |
| 2. Any other <b>employee</b>                     | €130 |
- The most **we** will pay for the total of all court attendance compensation is €13,000.

**Your obligations**

**We** will not make any payment under this section:

- If a problem arises
1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which may give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.





## Employers' liability

### Policy wording

**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring **you** quote **your policy** number:

by email to: [liability.claims@hiscox.com](mailto:liability.claims@hiscox.com)

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE, United Kingdom.

2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your employee** or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

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### Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

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### Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.



## Professional insurance portfolio

### Policy wording

#### A seamless integrated insurance solution for professionals.

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

**Steve Langan**  
Managing Director, Hiscox UK and Ireland

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR

by telephone on 0800 116 4627/01904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com).

Where **you** are not satisfied with the final response from Hiscox, **you** may also have the right to refer **your** complaint to the Financial Services Ombudsman. For more information regarding the scope of the Financial Services Ombudsman, please refer to [www.financialombudsman.ie](http://www.financialombudsman.ie).

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| <b>General definitions</b> | Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> .<br>The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.  |
| <b>Asbestos risks</b>      | <ol style="list-style-type: none"><li>a. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or</li><li>b. exposure to asbestos, asbestos fibres or materials containing asbestos; or</li><li>c. 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.</li></ol>  |
| <b>Business</b>            | <b>Your</b> business or profession as shown in the schedule.  |
| <b>Confiscation</b>        | Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.  |
| <b>Date recognition</b>    | Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.   |
| <b>Endorsement</b>         | A change to the terms of the <b>policy</b> .  |
| <b>Excess</b>              | The amount <b>you</b> must bear as the first part of each agreed claim or loss.   |
| <b>Geographical limits</b> | The geographical area shown in the schedule.  |
| <b>Nuclear risks</b>       | <ol style="list-style-type: none"><li>a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>c. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>   |
| <b>Period of insurance</b> | The time for which this <b>policy</b> is in force as shown in the schedule.   |
| <b>Policy</b>              | This insurance document and the schedule, including any <b>endorsements</b> .   |
| <b>Programme</b>           | A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.   |
| <b>Terrorism</b>           | An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:<br><ol style="list-style-type: none"><li>a. is committed for political, religious, ideological or similar purposes; and</li><li>b. is intended to influence any government or to put the public, or any section of the public, in fear; and</li><li>c. <ol style="list-style-type: none"><li>i. involves violence against one or more persons; or</li><li>ii. involves damage to property; or</li><li>iii. endangers life other than that of the person committing the action; or</li><li>iv. creates a risk to health or safety of the public or a section of the public; or</li><li>v. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol> |
| <b>Virus</b>               | <b>Programmes</b> that are secretly introduced without <b>your</b> permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.  |
| <b>War</b>                 | War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.   |
| <b>We/us/our</b>           | The insurer named in the schedule.  |

You/your

The insured named in the schedule.

### Conditions precedent

General Conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

### General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

Basis of insurance

1. Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.  
All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances

2. **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

Due diligence

3. **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

Premium payment

4. **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

5. **You** or **we** can cancel the **policy** by giving 30 days written notice. **We** will give **you** a pro rata refund of the premium for the remaining portion of the **period of insurance** after the effective date of cancellation for which **you** have already paid. However, **we** will not refund any premium under €10.

If **we** have agreed that **you** can pay **us** the premium by installments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium installments have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds

6. The most **we** will pay is the relevant amount shown in the schedule.  
If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.  
**You** agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

Aggregate limit

7. Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.  
If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

Other insurance

8. **We** will not make any payment under this **policy** where **you** would be entitled to be paid under any other insurance if this **policy** did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this **policy** not been effected. If such other insurance is provided by **us** the most **we** will pay under this **policy** will be reduced by the amount payable under such other insurance.

Governing law

9. Unless some other law is agreed in writing, this **policy** will be governed by the laws of Ireland.

## General terms and conditions

### Arbitration

10. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced member of the Irish Bar. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland.

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### General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

### Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
  - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
  - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
  - c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
  - d. give **us** all assistance which **we** may reasonably require **to** pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

### Fraud

2. If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.