

## 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@fspoi.ie">info@fspoi.ie</a> 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 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.	

## Professional indemnity for multimedia companies

Including television and radio broadcasters; book, news, magazine, and trade press publishers; online broadcasters and publishers; distributors; content libraries

### Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

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## Special definitions for this section

<b>Additional insured</b>	Any third party, including but not limited to any printer, distributor, purchaser, exhibitor or licensee, that distributes, prints, disseminates, displays or broadcasts <b>your</b> media content, including but not limited to any films, music, television programmes, books, magazines, or newspapers falling within <b>your business activity</b> .
<b>Advertising</b>	Advertising, publicity, or promotion in or of <b>your</b> products or services, including social media and online.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	The activities stated in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Claim</b>	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Defence costs</b>	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> but not including any overhead costs, general business expenses, salaries, or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Employee</b>	An individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business activity</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such <b>business activity</b> . <b>You</b> and <b>your</b> independent contractors will not be treated as <b>employees</b> under this section.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Medium</b>	Any form or method of communication, including: <ol style="list-style-type: none"><li>1. Linear, digital, satellite, radio, cable, online, social, podcast, on demand, webcast, or streaming; and</li><li>2. print, electronic or audio formatting.</li></ol>
<b>Personal data</b>	<ol style="list-style-type: none"><li>1. Any data relating to a living individual who can be identified from that data; or</li><li>2. any sensitive personal data as defined in the Data Protection Act 1998 or any similar or successor legislation.</li></ol>
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Potential claim</b>	Anything likely to lead to a <b>claim</b> covered under this section.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule. For any <b>subsidiary</b> acquired by <b>you</b> during the <b>period of insurance</b> the retroactive date will be the date of acquisition.
<b>Subsidiary</b>	An entity: <ol style="list-style-type: none"><li>1. that has been identified in <b>your</b> proposal for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the <b>period of insurance</b>; or</li></ol>

## Professional indemnity for multimedia companies

Including television and radio broadcasters; book, news, magazine, and trade press publishers; online broadcasters and publishers; distributors; content libraries

### Policy wording

2. which **you** acquire during the **period of insurance** where the turnover at the date of acquisition is less than 20% of **your** turnover and the acquired entity's **business activity** and the nature and genre of the content it broadcasts or publishes, is the same as **yours**.

#### You/your

Also includes:

1. any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations; and
2. any **subsidiary**, including any person who was, is or during the **period of insurance** becomes the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

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## What is covered

### Claims against you

If during the **period of insurance**, and as a result of **your business activity** or **advertising** in any **medium** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

#### Intellectual property infringement

1. intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to:
  - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
  - b. Cyber-squatting violations;
  - c. any act of passing-off;
  - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

#### Negligence

2. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent publication, negligent broadcast, negligent misstatement, negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which **you** are responsible;

#### Breach of confidentiality

3. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;

#### Defamation

4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

#### Dishonesty

5. dishonesty of **employees**, sub-contractors or self-employed freelancers directly contracted to **you** or under **your** supervision;

#### Plagiarism

6. plagiarism or breach of an implied-in-fact or implied-in-law contract based on your use of a third-party's creative idea;

#### Correct attribution

7. failure to give credit or correct attribution of authorship in accordance with any agreement to which you are a bound signatory;

#### Breach of licence

8. breach of a licence **you** have acquired to use a third party's trademark and/or copyrighted material, but only to the extent **your** use inadvertently exceeds express limitations in the licence regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a **claim** for intellectual property infringement in 1. above;

#### Emotional distress

9. emotional distress or outrage based on harm to the character or reputation for any person or entity;

#### Civil liability

10. any other civil liability,

unless excluded under **What is not covered** below, **we** will pay the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you** including any judgment or award ordering the payment of claimants' lawyers' fees and costs.

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**We** will also pay **defence costs**, but **we** will not pay costs for any part of a **claim** not covered by this section.

Sub-contractors or self-employed freelancers

**We** will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought as a result of **business activity** undertaken on **your** behalf by any sub-contractor or self-employed freelancer.

Network security and personal data events

**We** will also indemnify **you** if, during the **period of insurance** and as a result of **your business activity or advertising**, a **claim** is brought against **you** for any actual or alleged:

1. transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or trojan horse;
2. denial of service attack against a third-party;
3. unauthorised acquisition, access, use, or disclosure of **personal data** or confidential corporate information that is held or transmitted in any form; or
4. prevention of authorised electronic access to any computer system, **personal data** or confidential corporate information.

Payments toward claims against additional insureds

Subject to **your** written request following **your** review of a claim against an **additional insured** as defined in this section, if a claim is made against an **additional insured** that directly and solely arises from any **business activity** performed by **you** or on **your** behalf, **we** will defend the **additional insured** as if it were **you**, but only if **you** contracted in writing to indemnify the **additional insured** for such claim prior to it first being made against it. The only payments **we** will make toward a claim against an **additional insured** are payments to which **you** would be entitled under this section of the **policy** if the same claim had been made against **you**.

**We** will not make any payment for any claim or part of a claim against an **additional insured** that:

1. arises out of any matter that prior to the first day of the **period of insurance** (or if this **policy** is a renewal then prior to the first date of the first policy issued to **you** by **us** and from which the current **policy** forms an unbroken chain of successive policies issued to **you** by **us**), **you** knew or reasonably ought to have known would be likely to lead to a **claim** against **you** or the **additional insured**;
2. relates in whole or in part from an **additional insured's** admission of liability in a proceeding or otherwise;
3. relates in whole or in part from an **additional insured's** refusal to co-operate with the defence of a **claim**; or
4. arises out of any material created by an **additional insured** or any act error or omission committed by the **additional insured**.

However, **we** will not refuse cover for payments toward a claim against an **additional insured** due to any failure by **you** to comply with **Your obligations**, If a problem arises, where the failure is solely attributable to the **additional insured's** failure to notify **you** as soon as practicable of the claim.

Payments toward claims against your employees, sub-contractors or self-employed freelancers

Subject to **your** written request following **your** review of a claim against an **employee, your** sub-contractor or self-employed freelancer, if a claim is made such a party that directly and solely arises from any **business activity** performed by **you** or on **your** behalf, including any **business activity** performed on such party's social media pages, **we** will defend the **employee, sub-contractor or self-employed freelancer** as if it were **you**, if **you** request **us** to do so. The only payments **we** will make toward a claim against such party are payments to which **you** would be entitled under this section of the **policy** if the same claim had been made against **you**.

**We** will not make any payment for any claim or part of a claim against any party that:

1. arises out of any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by the **employee, sub-contractor or self-employed freelancer** or committed by another whose conduct or violation of the law the **employee, sub-contractor or self-employed freelancer** ratified or actively condoned, or any act such party knew, at the time he or she performed it, would give rise to a claim.

However, this exclusion will not apply unless:

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- i. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;
  - ii. such conduct or wilful violation of the law has been established by such party's admission in a proceeding or otherwise; or
  - iii. **you** or **we** discover evidence of such conduct or wilful violation of the law, at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire claim shall cease;
2. arises out of any matter that prior to the first day of the **period of insurance** (or if this **policy** is a renewal then prior to the first date of the first policy issued to **you** by **us** and from which the current **policy** forms an unbroken chain of successive policies issued to **you** by **us**), **you** knew or reasonably ought to have known would be likely to lead to a **claim** against **you** or the **employee**, sub-contractor or self-employed freelancer;
  3. relates in whole or in part from the **employee's**, sub-contractor's or self-employed freelancer's admission of liability in a proceeding or otherwise; or
  4. relates in whole or in part from an **employee's**, sub-contractor's or self-employed freelancer's refusal to co-operate with the defence of a claim.

However, **we** will not refuse cover for payments toward a claim against **your employee**, sub-contractor or self-employed freelancer due to any failure by **you** to comply with **Your obligations**. If a problem arises, where the failure is solely attributable to such party's failure to notify **you** as soon as practicable of the claim.

#### Your own losses

##### Losses from dishonesty

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** discover a loss from the dishonesty of **your employees**, sub-contractors or self-employed freelancers directly contracted to **you** and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss, provided the loss was suffered on or after the **retroactive date**.

##### Loss of documents

If during the **period of insurance** any document, information or data of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount in the schedule.

##### Subpoena costs

**We** will pay any reasonable legal costs incurred by **you** to quash or challenge the scope of any order of a court of England or Wales ordering **you** to disclose or produce any information or material gathered, acquired, collected, created or compiled by **you** for the purposes of the creation, production or dissemination of content in the performance of **your business activity**.

##### Police Information Notice costs

If during the **period of insurance**, a Police Information Notice (PIN) is issued against **your employee**, sub-contractor or freelancer as a direct result of the performance of **your business activity** and **you** reasonably believe that the PIN was served without merit, **we** will pay the reasonable legal costs incurred with **our** prior written agreement to challenge the validity of the PIN.

##### Withdrawal costs

If **you** have to withdraw and destroy **your** publication as a result of a civil court order, **we** will pay the reasonable costs incurred with **our** prior written agreement in withdrawing and destroying that publication.

##### Your declaratory relief actions

If a third party alleges in writing during the **period of insurance** that **you** have committed copyright or trademark infringement in the performance of **your business activity** after the **retroactive date**, **we** will pay the reasonable legal costs incurred by **you** exceeding the amount of the **excess** that **you** incur to prosecute your own declaratory relief action.

If, after such allegations are made and after you have filed a declaratory relief action directly in response to those allegations, the third party files a counterclaim against you alleging copyright or trademark infringement, **we** will cover **you** in respect of such counterclaim if it would be covered under the terms of this section had the same allegations been brought against **you** as a separate **claim**.



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### Policy wording

#### Additional cover

Court attendance compensation If any person within the definition of **you**, or any **employee**, has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in the schedule.

#### What is not covered

Contractual liability	A. <b>We</b> will not make any payment for any <b>claim</b> or <b>loss</b> or part of any <b>claim</b> or <b>loss</b> directly or indirectly due to:
Injury	1. any liability under contract.
Property damage	2. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. However this exclusion does not apply to any part of any <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation, breach of privacy, negligent publication or negligent broadcast.
Government investigation/enforcement	3. loss, damage or destruction or loss of use of any tangible property. However this exclusion does not apply to any: <ul style="list-style-type: none"> <li>a. <b>claim</b> for alleging or arising from damage to electronic data;</li> <li>b. <b>loss</b> directly arising from any document of <b>yours</b> which is necessary for the performance of <b>your business activity</b> and which is lost, damaged or destroyed while in <b>your</b> possession.</li> </ul>
Patent/trade secret	4. any governmental enforcement of any legislation, regulation or order from any regulatory authority. However, this exclusion shall not apply to any otherwise covered <b>claim</b> from a national, local, federal, state or foreign government, agency or entity that is a <b>client</b> and has asserted the <b>claim</b> in its capacity as a <b>client</b> and not in its official governmental capacity.
Infrastructure interruption	5. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Stocks, accounts, taxation and fiduciary	6. any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider except to the extent <b>you</b> provide those services as part of <b>your business activity</b> .
Pension and employee benefit schemes	7. any: <ul style="list-style-type: none"> <li>a. liability or breach of any duty or obligation owed by <b>you</b> regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> regarding any statement or representation (express or implied) contained in <b>your</b> accounts, reports or financial statements, or concerning <b>your</b> financial viability;</li> <li>c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation;</li> <li>d. breach of any fiduciary duty owed by <b>you</b>.</li> </ul>
Insolvency	8. any liability or breach of any duty or obligation owed by <b>you</b> in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.
Sweepstakes, gambling or lotteries	9. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers.
Land, animals and vehicles	10. <b>your</b> provision of any sweepstakes, gambling activities or lotteries.
Negotiable instruments	11. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
	12. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

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### Policy wording

Employees	13. anyone's employment with <b>you</b> or any breach of an obligation owed by <b>you</b> as an employer.
Discrimination	14. any discrimination, harassment or unfair treatment, unless arising directly from any content or material disseminated by <b>you</b> or on <b>your</b> behalf in the performance of a <b>business activity</b> . This exclusion does not apply to Police Information Notice costs.
Directors' and officers' liability	15. any liability or breach of any duty or obligation owed to <b>you</b> or <b>your</b> shareholders by any of <b>your</b> directors, officers, trustees or board members, including but not limited to any: <ol style="list-style-type: none"> <li>a. allegation of insider trading;</li> <li>b. breach of any duty of corporate loyalty;</li> <li>c. liability for any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.</li> </ol>
Personal liability	16. any personal liability incurred by any director, officer, trustee, or board member of <b>yours</b> when acting in that capacity or managing <b>your business</b> other than when performing a <b>business activity</b> for a <b>client</b> or <b>advertising</b> .
Dishonest or criminal conduct	17. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation <b>claim</b> ), or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned, or any act <b>you</b> knew, at the time <b>you</b> performed it, would give rise to a <b>claim</b> or <b>loss</b> .  However, this exclusion will not apply unless: <ol style="list-style-type: none"> <li>a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or</li> <li>b. such conduct or wilful violation of the law has been established by <b>your</b> admission in a proceeding or otherwise; or</li> <li>c. <b>you</b> or <b>we</b> discover evidence of such conduct or wilful violation of the law, at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct or wilful violation of the law and all of <b>our</b> duties in respect of that entire <b>claim</b> shall cease.</li> </ol>
Reckless conduct	18. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation <b>claim</b> .
Pre-existing problems	19. anything, including any <b>potential claim</b> or any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> or <b>loss</b> , which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
War, terrorism and nuclear	20. <b>war, terrorism or nuclear risks</b> .
Asbestos	21. <b>asbestos risks</b> .
Pollution	22. <b>pollution</b> .
Payment owed under licence	23. any payment owed to a licensor under a licence.  However, this exclusion does not apply to a <b>claim</b> for breach of any copyright or infringement of a trademark, which results in a damage award that is measured by the amount a claimant would have received had <b>you</b> paid for a licence to use the claimant's infringed work or mark.
Misleading advertisements	24. any false or misleading advertisement about <b>your</b> products or services that is published or broadcast to the general public or a specific marketing segment for the purpose of promoting any aspect of <b>your business</b> .  However, this exclusion does not apply to a <b>claim</b> based on <b>your</b> unauthorised use of another's trademark.





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Malicious code	<p>25. any self-replicating, malicious code that was not specifically targeted to <b>your</b> system. However, this exclusion does not apply to a <b>claim</b> for negligent transmission of a <b>virus</b>.</p> <p>B. <b>We</b> will not make any payment for:</p>
Claims brought by a related party	<p>1. any <b>claim</b> brought by any person or entity falling within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company.</p> <p>However, this does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Claims by current and former employees	<p>2. any <b>claim</b> made against <b>you</b> by any person or entity that <b>you</b> currently employ or formerly employed, including but not limited to <b>employees</b>, sub-contractors or self-employed freelancers.</p> <p>However, this exclusion will not apply to any part of any <b>claim</b>:</p> <ul style="list-style-type: none"><li>a. solely based on <b>business activity</b> performed when such person or entity was not working for <b>you</b>; or</li><li>b. based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</li></ul> <p>However, this exclusion shall not apply to any otherwise covered <b>claim</b> from an <b>employee</b>, subcontractor or self-employed freelancer that is brought entirely independently of that party's position as <b>your employee</b>, subcontractor or self-employed freelancer.</p>
Non-compensatory payments	<p>3. punitive or exemplary damages, which <b>you</b> are legally obliged to pay. However <b>we</b> will pay an award of such damages if insurable in the jurisdiction where such award was first ordered.</p>
Fines and penalties	<p>4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign governmental body or by the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or any other similar licensing organisation.</p>
Claims outside the applicable courts	<p>5. any <b>claim</b>, including arbitration, brought outside the <b>applicable courts</b>.</p> <p>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Trading losses	<p>6. any trading loss or trading liability including those arising from the loss of any <b>client</b>, account or business.</p>

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### Special condition

Takeovers and mergers extended notification period	<p>In the event that <b>you</b> merge or consolidate with another company, or any party acquires more than 50% of <b>your</b> issued share capital, during the <b>period of insurance</b> <b>you</b> may on payment of an additional premium of 150% of the annual premium request that this section continue in force for a period of 24 months from the expiry date of the current <b>period of insurance</b>. Such extension shall only apply to <b>claims</b> arising from <b>business activity</b> prior to the date of such takeover or merger.</p>
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## Professional indemnity for multimedia companies

Including television and radio broadcasters; book, news, magazine, and trade press publishers; online broadcasters and publishers; distributors; content libraries

### Policy wording

#### How much we will pay

We will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise stated in the schedule. 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.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

**You** must pay the relevant **excess** stated in the schedule. The **excess** will only be eroded by the covered part of the **claim**.

When **we** settle a loss under **Your own losses**, Losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

Multiple claims from a single source

All **claims**, **losses** and **potential claims** which arise from:

- a. the same original cause, a single source or a repeated or continuing problem in your work; or additionally
- b. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs,

will be treated as a single **claim**, **loss** or **potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single limit of indemnity for these related **claims**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

#### Special limits

Dishonesty

The most **we** will pay for **claims** brought against **you** arising from the dishonesty of **your employees**, sub-contractors and self-employed freelancers, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all **claims** (including their **defence costs**).

Losses from dishonesty

The most **we** will pay for the total of **your** own losses arising from the dishonesty of **your employees**, sub-contractors and self-employed freelancers is the amount stated in the schedule.

Police Information Notice costs

The most **we** will pay under **What is covered**, **Your own losses**, Police Information Notice costs, is the amount stated in the schedule, for the total of all legal costs.

Costs

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all such costs and compensation under:

Subpoena costs

1. **What is covered**, **Your own losses**, Subpoena costs;

Withdrawal costs

2. **What is covered**, **Your own losses**, Withdrawal costs; and

Your declaratory relief actions

3. **What is covered**, **Your own losses**, Your declaratory relief actions.

**You** must pay the relevant **excess** stated in the schedule.

Paying out the limit of indemnity

At any stage of a **claim** **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 that **claim** or its **defence costs**.

Refusal to reveal a source

The right to payments under this section shall not be prejudiced by **your** refusal to reveal the identity of a confidential, newsgathering source.

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### Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
  - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days after the **policy** expires for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
  - b. **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after the **policy** expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee** or sub-contractor or self-employed freelancer has acted dishonestly, as soon as reasonably practicable.
2. **You** must:
  - a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
  - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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### Control of defence

#### Defence arrangements

This is a duty to defend section. This means that **we** have the right and duty to defend **you** against any **claim** which is covered in its entirety.

Appointment of legal representation

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.

Partially covered claims

If a **claim** which is only partially covered is made against **you**, **we** have the right and duty to defend **you**, but amounts relating to non-covered parts of **claims** will be deducted from **our** final settlement. However, for **claims** or parts of **claims** which allege or arise from any infringement, use or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret, **we** and **you** agree to allocate all amounts, including **defence costs**, upon **our** receipt of the **claim** or **potential claim**.

**We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of **claims**. If **you** and **we** cannot agree on a fair allocation **you** and **we** agree to follow the dispute resolution process in the General terms and conditions of this **policy**.

If a covered or partially covered **claim** is made against **you**, then **we** have the right to appoint suitably qualified legal representation to defend **you**.

**We** have no duty to defend **you** against **claims** where:

1. no part of the **claim** is covered; or
2. **we** pay **you** the limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a **claim**.