

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.	

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

Special definitions for this section

Applicable courts	The courts of competent jurisdiction in those countries stated as the 'applicable courts' in the schedule.
Claim	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made within the applicable courts .
Client	Any entity with whom you have a written contract to provide promotional services.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
End client	An entity who is the customer or client of your client and for whom you provide promotional services for their products or services.
Media activity	The activities shown in the schedule under 'business activities', which you or someone on your behalf performs, relating to your media profile or public reputation, including social media .
Retroactive date	The date stated as the 'retroactive date' in the schedule.
Social media	Online communications channels dedicated to community-based interaction or content sharing.

What is covered

Claims against you	1. If during the period of insurance , and as a result of your media activity on or after the retroactive date within the geographical limits , any party brings a claim against you for:
Breach of promotional contract	a. breach of any contract between you and your client , but only if such breach is asserted in relation to the quality of a promotion, endorsement or sponsorship;
Breach of advertising legislation	b. unintentional breach of any advertising laws, regulations or codes of practice, including breach of the CAP or BCAP codes, consumer protection regulations or any similar or successor legislation but only where the claim is brought by your client or an end client ;
Unauthorised access to your social media	c. defamation, intellectual property infringement, breach of privacy or negligent publication arising from unauthorised access to, or posting of any online content to, social media ;
Intellectual property infringement	d. intellectual property infringement, including copyright infringement, trademark infringement or any act of passing-off;
Defamation	e. defamation, including libel, slander, trade libel, product disparagement, or malicious falsehood;
Breach of confidentiality	f. breach of any duty of confidentiality, invasion of privacy, or breach of any other legal protections for personal information arising solely from your media activity ;
Breach of licence	g. breach of a licence you have acquired to use a third party's trademark or copyrighted material, but only to the extent that: <ul style="list-style-type: none"> i. your use inadvertently exceeds express limitations in the licence regarding the territory, duration, or media in which the material may be used; and ii. such breach is asserted in conjunction with and based upon the same factual allegations as a claim for intellectual property infringement in What is covered, 1. Claims against you, d. Intellectual property infringement above;
Negligence	h. negligence or breach of any duty to use reasonable care and skill, including negligent misrepresentation;
Civil liability	i. any other civil liability,

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including the costs **you** are legally liable to pay following a **claim** against **you** for injunctive relief.

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

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| Sub-contractors, outsourcers or employees | 2. 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 media activity undertaken on your behalf by any sub-contractor, outsourcer or employee. |
| Claims against clients | 3. If, in the performance of your media activity on or after the retroactive date , any party brings a claim which falls within the scope of What is covered , 1. Claims against you, against a client or an end client and you are liable for that claim , we will treat such claim as if made against you and indemnify such client or end client for defence costs and against the sums they have to pay as compensation, provided that: <ol style="list-style-type: none"> a. you are obliged under a written contract with your client to indemnify the client or the end client; and b. the client or the end client: <ol style="list-style-type: none"> i. has not, in our reasonable opinion, caused or contributed to the claim against them; ii. accepts that we can control the claim's defence and settlement in accordance with the terms of this section; iii. has not admitted liability or prejudiced the defence of the claim before we are notified of it; and iv. gives us the information and co-operation we reasonably require for dealing with the claim. |

Additional cover

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| Contempt of court legal costs | We will pay any reasonable and necessary lawyers' fees and expenses incurred by you to quash or challenge an allegation of contempt of court first made against you during the period of insurance and arising directly due to your media activity or a claim covered under this section. |
| Court attendance compensation | If you have to attend court as a witness in connection with a claim against you , a client or end client , which is covered under this section, we will pay you the amount shown in the schedule as compensation for each day or part of a day that your attendance is required by us . The most we will pay for the total of all court attendances is the amount shown in the schedule. |

What is not covered

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| A. | We will not make any payment for any claim or loss or part of a claim or loss directly or indirectly due to: |
| Contractual liability | 1. any contractual liability. However, this does not apply to any covered part of any claim brought under What is Covered , 1. Claims against you, a. Breach of promotional contract or b. Breach of advertising legislation; |
| Investigation and enforcement | 2. any official examination, enquiry or investigation into your media activities by any regulator, government department, non-governmental body or other body that is legally empowered, including the Advertising Standards Agency, Trading Standards, the Competition and Markets Authority, the Federal Trade Commission or any similar or successor body in any jurisdiction; |
| Patent/trade secret | 3. any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret; |

Influencer and public figure protection

Policy wording

Bodily injury	4. any death, bodily injury, disease or physical or mental abuse, suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any covered part of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation, breach of privacy, or negligent publication;
Property damage	5. the loss, damage or destruction or loss of use of any tangible property;
Financial activities	6. any financial impropriety, tax evasion, embezzlement, bankruptcy or insolvency;
Payment owed under licence	7. any payment owed to a licensor under a licence. However, this does not apply to any covered part of a copyright or trademark claim that results in a damages award that is measured by the amount a claimant would have received had you paid for a licence to use the claimant's infringed work or trademark;
Misleading advertisements	8. any false or misleading advertisement about your own products or services that is published or broadcast to the general public. However, this exclusion does not apply to any covered part of any claim based on your alleged unauthorised use of another's trademark;
Unauthorised access to your computer network	9. any unauthorised use of or access to your computer network or programme . However, this does not apply to any covered part of a claim for defamation, intellectual property infringement, breach of privacy, or negligent publication arising from unauthorised access to or posting of any online content to social media ;
Infrastructure interruption	10. any failure or interruption of service provided by an internet service provider, telecommunications provider or other utility provider including any delay, disruption or failure of any social media network or platform;
Music liability	11. any copyright infringement relating to any musical composition or work used as part of your media activity . However, this does not apply to any covered part of a claim for breach of licence under What is Covered , 1. Claims against you, g. Breach of licence;
Social media fraud	12. any click fraud, fake or purchased social media followers, use of engagement or traffic bots or other black hat techniques;
Loss of data	13. any loss, theft or misuse of or damage to any third party document, data or information for which you are responsible;
Cyber-attack	14. any cyber-attack, including transmission of a virus or a denial of service attack;
Breach of financial or fiduciary duties	15. a. any liability or breach of any duty or obligation owed by you 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; b. any liability or breach of any duty or obligation owed by you regarding any express or implied statement or representation contained in your accounts, reports or financial statements, or concerning your financial viability; c. any breach of any taxation, competition, restraint of trade or anti-trust laws or regulations; or d. any breach of fiduciary duty owed by you ;
Employment and directors' liabilities	16. a. and solely arising from any breach of an obligation owed by you as an employer or anyone's employment with or work for you ; b. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees, or board members, including any allegation of insider trading or breach of any duty of corporate loyalty; or c. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business , where applicable;
Insolvency	17. your insolvency or the insolvency of your suppliers;
Sweepstakes, gambling or lotteries	18. your provision of any sweepstakes, gambling activities, lotteries, discounts, awards or prizes from advertisements, promotions, contests or other games of chance;

Influencer and public figure protection

Policy wording

Unsolicited communications	<p>19. a. any distribution or transmission of unsolicited communication;</p> <p>b. any claim first brought against you in the United States of America or Canada for or alleging a breach of:</p> <ul style="list-style-type: none"> i. the CAN-SPAM Act of 2003 or any similar or successor legislation; ii. the Telephone Consumer Protection Act (TCPA)1991 or any similar or successor legislation; or iii. any other law or regulation relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device; <p>however, this exclusion does not apply to the posting of any social media content;</p>
Product liability	<p>20. the design, sale, manufacture, supply, installation, maintenance, use or consumption of any product.</p>
Reckless or dishonest acts	<p>21. a. any act, breach, omission or infringement:</p> <ul style="list-style-type: none"> i. which is fraudulent, dishonest, criminal or malicious; ii. which intentionally or recklessly causes harm to another person or business; iii. committed in reckless disregard of another's rights. However, this does not apply to any covered part of a claim for defamation; or iv. which you knew, at the time you performed it, was likely to give rise to a claim or loss; <p>b. any statement:</p> <ul style="list-style-type: none"> i. you knew, or acted in reckless disregard for whether such statement, was defamatory; or ii. which expressed an opinion that you did not hold or which could not reasonably have been held; <p>at the time of publication; or</p> <p>c. any knowing or wilful breach of a law by you or by another and ratified or condoned by you;</p> <p>however, this exclusion does not apply until there is:</p> <ul style="list-style-type: none"> a. such a finding in any legal proceedings, including any arbitration; b. an admission of such conduct by you; or c. evidence of such conduct discovered by us; <p>at which time you shall reimburse us for all payments made by us in connection with the claim and all of our duties in respect of that entire claim shall cease.</p> <p>Where there is a dispute between us and you over the application of this exclusion, you or we may request the obtainment of an opinion from a mutually agreed Queen's Counsel or equivalent in a different jurisdiction. The exclusion will apply if counsel is of the opinion that there are no reasonable prospects of a court finding that such an act did not occur. Such opinion shall be binding on us and you. The costs of such opinion shall be met by us;</p>
Pre-existing problems	<p>22. anything likely to lead to a claim or loss which you knew or reasonably ought to have known about before we agreed to insure you;</p>
Private messaging	<p>23. any private messages between two or more participants, including text messages, emails or direct messages on any social media platform;</p>
Non-appearance	<p>24. the non-appearance of any person;</p>
Adult entertainment	<p>25. any media activities involving nudity, obscene or pornographic material;</p>
War, terrorism and nuclear	<p>26. war, terrorism or nuclear risks;</p>

Influencer and public figure protection

Policy wording

Criminal, offensive or inappropriate acts	27. any breach of contract claim arising from any actual or alleged: <ol style="list-style-type: none"> a. sexual impropriety, including infidelity, solicitation, prostitution or public indecency; or b. abuse of or addiction to drugs, alcohol, or illicit substances;
Use or promotion of restricted products	28. any actual or alleged: <ol style="list-style-type: none"> a. inappropriate use or promotion of prescription products or products harmful to health; or b. promotion of products that contain tobacco, nicotine or marijuana;
Collusion and violence	29. a. any actual or alleged collusion, extortion or threatened violence; b. any claim first brought against you in the United States of America or Canada for or alleging a breach of any racketeering or conspiracy law, including the Racketeer Influenced and Corrupt Organizations (RICO) Act and all amendments to this Act or any rules or regulations made under it.
Asbestos	30. asbestos risks;
Pollution	31. any pollution or contamination, including of noise, electromagnetic fields, radiation and radio waves;
Sexual abuse	32. any actual, alleged or threatened assault, battery, abuse, molestation, voyeurism, harassment, mistreatment, or maltreatment of a sexual nature or sexual motive by you ;
B.	We will not make any payment for:
Claims brought by a related party	1. any claim brought by any: <ol style="list-style-type: none"> a. person or entity falling within the definition of you; b. party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company; c. spouse, civil partner, common law spouse or close family member of yours; or d. business partner of yours; <p>however, this does not apply to any covered part of a claim based on a liability to an independent third party directly arising out of the performance of your media activities;</p>
Lost profit and VAT	2. your lost profit, mark-up or liability for VAT or its equivalent;
Trading losses	3. any trading loss or trading liability including those arising from the loss of any client , account or business;
Non-compensatory payments	4. that part of any claim against you for which you are legally obliged to pay: <ol style="list-style-type: none"> a. punitive or exemplary damages (however we will pay an award of such damages if insurable in the jurisdiction where such award was first ordered); or b. any additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any similar or successor legislation;
	5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, or multiple damages, including those imposed by any national, state, or local governmental body, the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS), MCPS-PRS Alliance, American Society of Composers, Authors and Publishers (ASCAP), Broadcasting Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or other similar or successor licensing organisation;
Claims outside the applicable courts	6. any claim , including arbitration, first 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, a judgment or award from outside the applicable courts .

Special condition

Consumers

If **you** are a 'consumer', as defined in the Consumer Insurance (Disclosure and Representations) Act 2012, and the terms of the act are more favourable to **you**, **we** will treat this **policy** as if the terms of the act apply.

How much we will pay

The most **we** will pay for the total of all **claims**, losses and their **defence costs** is the **limit of indemnity** for this section stated in the schedule, irrespective of the number of **claims** made or losses suffered.

You must pay the relevant **excess** shown in the schedule and **our** duty to make any payment under this section will only arise after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered part of the **claim**.

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 then have no further liability for any **claim**, loss or their **defence costs**.

Special limits

Contempt of court

The most **we** will pay under **What is covered, Additional cover**, Contempt of court legal costs is £250,000 for the total of all legal costs and expenses. This is included within and not in addition to the overall limit of indemnity. **You** must pay the relevant **excess** stated in the schedule.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of anything, including any actual or alleged act, omission or shortcoming in **your media activities**, which is likely to lead to a **claim** against **you**. This includes any criticism even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent **claim** as notified to this insurance; and
 - b. any **claim** or threatened **claim** against **you**.
2. When dealing with a third-party, **you** must 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** do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

Control of defence

Defence arrangements	We have the right but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of the claim or part of the claim .
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	<p>If a claim which is only partially covered is made against you, we have the right to defend you, but amounts relating to non-covered parts of claims will be deducted from our final settlement.</p> <p>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.</p> <p>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.</p> <p>We have no duty to defend you against claims where:</p> <ol style="list-style-type: none">1. no part of the claim is covered; or2. 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 .