

# Professional indemnity – for marketing, advertising and communications companies

Insurance product information document



**Company:** Hiscox SA

**Product:** Professional indemnity insurance

Hiscox SA trading as Hiscox is supervised by the Commissariat aux Assurances (CAA) in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

This document provides a summary of the key information relating to the standard terms and conditions of this business insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of cover.

## What is this type of insurance?

This product is designed to meet the needs of customers who wish to cover their liability to other people following negligence or breach of contract in the performance of their business activities.



### What is insured?

#### Claims against you

- ✓ Claims made against you for:
  - negligence or breach of a duty of care
  - unintentional breach of a written contract.
  - breach of a comparative advertising statute.
  - infringement of intellectual property rights.
  - breach of confidence or misuse of information.
  - defamation.
  - negligent transmission of a computer virus.
  - breach of a license you have acquired to use a third party's trademark and/or copyrighted material.
  - any other civil liability unless excluded.

#### Your own losses

- ✓ Loss you suffer from the dishonesty of your employees or self-employed freelancers directly contracted to you.
- ✓ Cover for the restoration or replacement of lost, damaged or destroyed documents or data necessary for the performance of your business activity that is not held electronically.
- ✓ Cover for when you make a commitment believing that you have your client's authority to do so but your client refuses to pay for the media space and is not liable to you.
- ✓ Rectification costs for a problem that, if left, is likely to lead to a claim.



### What is not insured?

- ✗ Investment of client funds, the operation of a pension or employee benefit scheme or dealing in stocks, shares or securities.
- ✗ Claims arising from the intentional breach of a contract.
- ✗ Any contract entered into where you were aware or should have been aware you did not have sufficient resources to perform the duties under the contract.
- ✗ Liability for breach of taxation, competition, restraint of trade or anti-trust legislation.
- ✗ Breach of any fiduciary duty.
- ✗ Liability arising from a duty or obligation you owe regarding any statement or representation contained in your accounts, reports or financial statements or concerning your financial viability.
- ✗ Breach of any warranty or guarantee except those covering not infringing others intellectual property rights or your exercise or reasonable skill and care.
- ✗ Pollution or contamination.
- ✗ Breach of any exclusivity, territorial restriction, non-competition or similar commercial terms.
- ✗ Breach of any invoicing or timekeeping protocols.
- ✗ Claims arising from your decision to cease doing business with a business partner or associate.
- ✗ Claims arising from your insolvency or insolvency of your suppliers.
- ✗ Claims arising from provision of sweepstakes, gambling activities or lotteries.
- ✗ Personal liability of your directors or officers when acting in that capacity.
- ✗ Liability to you or your shareholders for insider trading or breach of corporate loyalty.
- ✗ Patent infringement or the use, disclosure or misappropriation of a trade secret.
- ✗ Breach of your obligations as an employer or discrimination, harassment or unfair treatment.
- ✗ Death, injury or disease unless directly arising from your breach of duty in the performance of a business activity, except any portion of a claim seeking damages for mental anguish or distress where damages arise solely from defamation, breach of privacy or negligent publication.
- ✗ Claims arising from the loss, damage or destruction of tangible property except those arising from damage to

electronic data or your own loss arising from lost, damaged or destroyed whilst in your possession and is necessary for the performance of your business.

- ✗ Claims arising from false advertising of your products or services except any portion of a claim based on alleged unauthorised use of another's trademark.
- ✗ Claims arising from liability for any product design, industrial design, architectural design or architectural services.
- ✗ Claims arising from any prize, coupon or voucher redemption level estimates or forecasts being exceeded or not met or any over or under redemption of coupons, discounts, awards or prizes.
- ✗ Product liability, safety or health-related liability or liability arising out of the sale, manufacture or consumption of any product.
- ✗ Claims arising from any inaccuracy of material or information you supply.
- ✗ Claims arising from any payment owed to a licensor except any covered portion of a trademark or copyright claim.
- ✗ Claims arising from interruption of service provided by an internet, telecommunications or utility provider.
- ✗ Claims arising from any governmental enforcement of any regulation or provision.
- ✗ Claims arising from property owner's liability.
- ✗ Your liability to pay a fine or penalty, your lost profit or any trading loss.
- ✗ Deliberate or reckless acts by you, or the dishonest individual leading to a claim against you for dishonesty.
- ✗ Computer viruses not specifically targeted at you or lost or distorted electronic data.
- ✗ Ownership or use of land, animals, aircraft, watercraft or motor vehicles.
- ✗ War, asbestos, biological or chemical contamination or any nuclear reaction or radiation.
- ✗ Claims brought outside of the countries listed in the schedule under applicable courts or for work undertaken outside of the countries listed in the schedule under geographical limits.
- ✗ Any shortcoming you knew or ought to have known about that was not disclosed to us before we agreed to insure you.



### **Are there any restrictions on cover?**

- ! The most we will pay for dishonesty, physical damage and injury is a single limit of indemnity regardless of the number of claims or losses. The amount we will pay for your own losses arising from dishonesty is further limited as stated on the schedule.
- ! We will only cover claims made, losses suffered or losses from dishonesty discovered during the period of insurance.
- ! We will deduct any sums you owe or the value of any property you hold belonging to the perpetrator when settling your losses arising from dishonesty.
- ! We will not cover the amount of the excess.
- ! Cover for certain items or types of loss or claim is limited. All relevant limits can be found in the policy wording or schedule.
- ! Any loss insured elsewhere, except for payments in excess of such other insurance



### **Where am I covered?**

Please check your policy schedule for the countries listed under applicable courts and geographical limits.



## What are my obligations?

- You must ensure that you disclose all facts and matters which might be relevant and that all information provided to us is true, accurate and complete.
- You must let us know if the information provided changes.
- You must take reasonable care to minimise any loss, damage or liability.
- You must tell us promptly about any claim or loss or anything which is likely to give rise to a claim.
- You must not admit you are liable, make any offer of settlement or disclose the amount of cover available to any third party unless you have our prior written consent.



## When and how do I pay?

Please check your policy schedule for payment method.



## When does the cover start and end?

Please check your policy schedule for your cover start and end dates.



## How do I cancel the contract?

By giving 30 days' notice in writing. We will return a pro-rata proportion of your premium unless the amount is below any minimum payment stipulated in the general terms and conditions of your policy wording. We will never charge you a fee for cancelling your insurance.

---

**How to make a claim**

If you suffer a loss and may need to make a claim you should contact us as soon as possible.  
For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

---

**Complaints procedure**

If you have a complaint, you can contact us using the details below.

Hiscox Customer Relations  
Hiscox SA (Irish branch)  
The Observatory  
7-11 Sir John Rogerson's Quay  
Dublin 2  
D02 VC42

By phone: 1800 901 903  
By phone from mobiles or abroad: +353 1 238 1810  
By email: [customerrelations.ireland@hiscox.com](mailto:customerrelations.ireland@hiscox.com)

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.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:  
Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
D02 VH29

Phone: +353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Web: [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, you can also contact:

Commissariat aux Assurances  
7, boulevard Joseph II  
L-1840 Luxembourg  
Luxembourg  
Email: [caa@caa.lu](mailto:caa@caa.lu)

If you are a consumer, you may also address your complaint in English to the Insurance Ombudsman in Luxembourg, located at:

Insurance Ombudsman  
ACA  
12, rue Erasme  
L - 1468 Luxembourg  
Luxembourg  
Phone: +352 44 21 44 1  
Fax: +352 44-02-89  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)

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>.

---

**General information**

This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Commissariat aux Assurances and the regulation of the Central Bank of Ireland. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

**About us**

Hiscox SA is a Luxembourg regulated insurance company, which is subject to the supervision of the Commissariat aux Assurances (CAA).

Hiscox SA is duly authorised to carry on non-life insurance business in other member states of the European Union and the European Economic Area.

Further details can be found at [www.caa.lu](http://www.caa.lu).

Hiscox SA is registered in Luxembourg with the Trade and Company Register Luxembourg (RCS Luxembourg) with reference number B217018. Hiscox SA head office is located at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

Further details can be found at [www.lbr.lu](http://www.lbr.lu).

Hiscox SA is subject to the supervision of the Commissariat aux Assurances in Luxembourg and is regulated by the Central Bank of Ireland for conduct of business rules.

Hiscox SA branch in the Republic of Ireland is registered with the Companies Registration Office with reference number 908764. Hiscox SA branch in the Republic of Ireland is located at:

The Observatory  
7-11 Sir John Rogerson's Quay  
Dublin 2  
D02 VC42  
Republic of Ireland

Further details can be found at <https://www.cro.ie/>.

Hiscox SA is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox SA is registered in Luxembourg with Trade and Company register Luxembourg (RCS Luxembourg): registration number B217018, at Avenue John F. Kennedy 35F, 1855 Luxembourg, Luxembourg.

### **Our relationship with you**

While we will provide you with information on the cover offered, further information or advice will only be provided if it is made available to you by your chosen insurance intermediary. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in us cancelling coverage in line with the terms and conditions of the policy.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

### **Using your personal information**

Hiscox SA is acting as a data controller and we collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at: cookies: [www.hiscox.ie/cookies](http://www.hiscox.ie/cookies) and privacy: [www.hiscox.ie/privacy](http://www.hiscox.ie/privacy).

You can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

This important information document is effective from January 2019.