

Professional indemnity – Marketing, advertising and communications consultants

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 a duty of care 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.
 - negligent misstatement or negligent misrepresentation.
 - infringement of intellectual property rights
 - breach of confidence or misuse of information.
 - defamation.
 - product disparagement or breach of any comparative advertising regulations
 - infringement of any right to privacy
 - dishonesty of your directors, partners, employees or self-employed freelancers
 - any other civil liability but not any liability for dishonesty beyond that specifically set out above.
- ✓ Loss you suffer if a party brings a claim against you for infringement of intellectual property rights or defamation which is not a result of your business activity for clients but arises from the advertising or marketing of your own business.
- ✓ If a client is dissatisfied with your work and refuses to pay your fees, we will pay you the amount owed if we believe it will avoid a legitimate claim

Your own losses

- ✓ Loss you suffer from the dishonesty of your employees or self-employed freelancers directly contracted to you.
- ✓ Commitments made by you incorrectly where you believe you had your client's authority and where the client refuses to pay for the media space or print time.



What is not insured?

- ✗ Investment of, or direct advice on the investment of client funds, the operation of a pension or employee benefit scheme or trust fund or any dealing in stocks, shares or securities.
- ✗ The outcome or operation of any game, promotion or lottery.
- ✗ Anything shown or described in any advertising, education or promotional material which results in any adverse change in a claimant's health, lifestyle or relationship with others.
- ✗ The mimicking of anything shown or described in any advertising, educational or promotional material.
- ✗ Any stunt or other activity during the making or production of any advertising, educational or promotional material.
- ✗ Any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.
- ✗ Any obscenity, blasphemy or pornographic material.
- ✗ Any product including alcohol, tobacco, nicotine or any pharmaceutical product which is, or becomes, defective, dangerous or hazardous to health in any way.
- ✗ Construction or erection work unless you sub-contracted the work and are indemnified for any liabilities incurred as a result of the sub-contractor's work.
- ✗ Liability for breach of taxation, competition, restraint of trade or anti-trust legislation.
- ✗ Pollution or contamination.
- ✗ Contractual liability above the liability you would have without the contract.
- ✗ Personal liability of your directors or officers when acting in that capacity.
- ✗ Defamatory statements. 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.
- ✗ Your liability to pay a fine or penalty, your lost profit or any trading loss or loss of potential client or additional damages under the Copyright, Designs and Patents Act 1988 or aggravated, punitive or exemplary damages. The supply, manufacture, sale, installation or maintenance of any product.
- ✗ Deliberate or reckless acts by you, or the dishonest individual leading to a claim against you for dishonesty.
- ✗ Transmission of a computer virus.

- ✗ Ownership or use of land, animals, aircraft, watercraft or motor vehicles.
- ✗ Loss, damage or destruction of any tangible property unless arising directly from your breach of a duty of care.
- ✗ Loss, damage or destruction of exposed or unexposed film, negative prints or sound tapes or video tapes or visual images or sound held in any media or any library stock.
- ✗ Loss damage or destruction of bearer bonds, coupons, share certificates, stamps or money or other negotiable paper.
- ✗ 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.
- ! We will only cover claims made and losses suffered during the period of insurance.
- ! The most we will pay for any refusal by your client to pay an amount for media space or print time is set out in the schedule.
- ! 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.



Important information

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

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
Web: www.fspoi.ie

Alternatively, you can also contact:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg
Luxembourg
Email: 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

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.

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.

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 and privacy: 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.

This important information document is effective from January 2019.