

Financial Lines – Media Professional Liability

Cover

All cover under this policy is afforded solely with respect to *Claims* first made against an *Insured* during the *Policy Period* and reported to the *Insurer* as required by this policy.

Professional Liability

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for any *Breach of Duty* of the *Insured*.

Intellectual Property

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for any *Infringement* by an *Insured*.

Defamation

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* for libel or slander committed unintentionally by an *Insured*.

Fraud/Dishonesty

The *Insurer* will pay on behalf of any *Insured*, who is not the actual perpetrator, all *Damages* resulting from any *Claim* for *Fraud/Dishonesty* of any *Employee*.

Defence

The *Insurer* has the right to defend any *Claim* which this policy may respond to under its Covers or Extensions. The *Insurer* shall pay *Defence Costs* incurred in defending such *Claim*.

The *Insurer* is under no obligation to pay *Loss*, unless the *Wrongful Act*: (i) first takes place on or after the *Retroactive Date*; and (ii) is committed solely in the performance of or failure to perform *Multi-Media Services*.

Extensions

Court Attendance

For any person described in (i) and (ii) below who actually attends court as a witness in connection with a *Claim* notified under and covered by this policy, *Defence Costs* will include the following rates per day for each day on which attendance in court has been required:

- (i) for any principal, partner, or director of the *Insured*: €450
- (ii) for any *Employee*: €225

No *Retention* shall apply to this Extension.

Lost Documents

With respect to a *Third Party's Documents*:

- (i) for which an *Insured* is legally responsible, and
- (ii) which, during the *Policy Period*, have been destroyed, damaged, lost, distorted, erased or mislaid solely in the performance of or failure to perform *Multi-Media Services*.

Damages shall also include costs and expenses reasonably incurred by the *Insured* in replacing or restoring such *Documents* provided that:

- (a) such loss or damage is sustained while the *Documents* are either: (1) in transit; or (2) in the custody of the *Insured* or of any person to whom the *Insured* has entrusted them in the ordinary course of their *Multi-Media Services*;
- (b) where the lost or mislaid *Documents* have been the

subject of a diligent search by or on behalf of the *Insured*;

- (c) the amount of any *Claim* for such costs and expenses shall be supported by evidence of expenditure that shall be subject to approval by a competent person to be nominated by the *Insurer* with the consent of the *Insured*; and
- (d) the *Insurer* shall not be liable for any *Claim* arising out of wear, tear and/or gradual deterioration, moth and vermin, or other matters beyond the *Insured's* control.

This Extension will be subject to a Sub-limit of Liability of €150,000. A separate retention of €150 instead of the *Retention* will apply to each *Claim* covered under this Extension.

Mitigation of Loss

Loss shall also include the reasonable and direct cost of any *Mitigation*.

Definitions

Bodily Injury means physical injury, sickness, disease or death; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

Breach of Duty means any actual or alleged negligent breach of duty, act, error, omission, misstatement, misleading statement, breach of confidentiality, invasion of privacy or publicity including false light, public disclosure of private facts, intrusion, commercial appropriation of name or likeness, wrongful entry or eviction, trespass or eavesdropping in the performance of *Multi-Media Services*.

Claim means any:

- (i) written demand or
- (ii) civil or administrative proceeding, that seeks *Damages* for a *Wrongful Act*.

Solely with respect to the Mitigation of Loss Extension, *Claim* shall also mean any determination first made by an *Insured* during the *Policy Period*, that it has committed a *Breach of Duty* requiring remediation.

Damages means any amount that an *Insured* shall be legally liable to pay to a *Third Party* in respect of judgments or arbitral awards rendered against an *Insured*, or for settlements negotiated by the *Insurer* with the consent of either the *Insured* or the *Policyholder*.

Defence Costs means reasonable fees, costs and expenses incurred by or on behalf of the *Insured* in the investigation, defence, adjustment, settlement or appeal of any *Claim*.

Defence Costs shall not include any internal or overhead expenses of any *Insured* or the cost of any *Insured's* time.

Documents means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

Employee means any natural person who is or has been expressly engaged as an employee under a contract of employment with the *Policyholder* or any *Subsidiary*.

Employee shall not mean any:

- (i) principal, partner or director; or
- (ii) temporary contract labour, self-employed person or

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labour-only sub-contractor.

Fraud/Dishonesty means fraudulent or dishonest conduct of an *Employee*:

- (i) not condoned, expressly or implicitly by; and
- (ii) that results in liability of;

the *Policyholder* or any *Subsidiary*.

Infringement means an unintentional infringement of any intellectual property right of any *Third Party*, other than patents and *Trade Secrets*.

Insured means:

- (1) the *Policyholder* or any *Subsidiary*;
- (2) any natural person, who is or has been a principal, partner or director of the *Policyholder* or any *Subsidiary*;
- (3) any *Employee*; or
- (4) any temporary contract labour, self-employed persons, labour-only sub-contractors, solely under contract with, and under the direction and direct supervision of the *Policyholder* or any *Subsidiary*;

but only when providing *Multi-Media Services* in the foregoing capacities.

Insured also includes any estate or legal representative of any *Insured* described in (2) and (3) of this definition for *Loss* arising from a *Claim* against that *Insured* for a *Wrongful Act* committed when providing *Multi-Media Services*.

Insurer means AIG Europe S.A.

Legal Panel means the firms of solicitors appointed from time to time by the *Insurer* to provide representation for its Media Professional Liability policyholders.

Limit of Liability means the amount specified as such in the schedule.

Loss means *Damages* and *Defence Costs*. *Loss* shall not mean and this policy shall not cover any

- (1) taxes;
- (2) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages;
- (3) fines or penalties;
- (4) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- (5) compensation, benefits or overheads of, or charges or expenses incurred by any *Insured*; or
- (6) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a *Claim* is brought.

Mitigation means work done or step taken to rectify or mitigate the consequences of any Breach of Duty of an *Insured*, provided that it shall be a condition precedent to the *Insurer's* liability that:

- (i) the *Insurer* shall during the *Policy Period* have been informed in writing of the *Breach of Duty* and the work that is required to rectify it or mitigate its consequences;
- (ii) the *Insurer* shall be reasonably satisfied that such costs are necessary to prevent or reduce the amount of a *Claim* covered under the Professional Liability Cover, and that the amount of *Damages* prevented or reduced would be greater than the cost of the work;
- (iii) such costs are supported by evidence of expenditure which shall be subject to approval by a competent person to be nominated by the *Insured* with the consent

of the *Insurer*;

- (iv) such costs shall not include any element of profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time of the *Insured*; and
- (v) the *Insurer* has consented in writing to the payment of such costs before work is carried out, such consent not to be unreasonably withheld.

Multi-Media Services means the following services of the *Policyholder* and any *Subsidiary*:

- (1) television, cable, satellite or radio broadcasting;
- (2) newspaper, magazine, book, music, directories, electronic, video, screen play, film script, playwright publishing including the researching, preparation, serialisation, exhibition or distribution of publishing materials;
- (3) advertising, graphic design, design of logos or trademarks, purchasing of advertising time and space, market research, public relations, marketing, direct mailing, list broking, design of games, competitions or special offers; and
- (4) Printing.

Over-redemption means price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

Policy Period means the period of time specified in the schedule unless the policy is cancelled in which event the *Policy Period* will end on the effective date of the cancellation.

Policyholder means the entity or natural person specified as such in the schedule.

Pollutants means, but is not limited to, any solid, liquid, biological, radiological, gaseous or thermal irritant or contaminant whether occurring naturally or otherwise, including asbestos, smoke, vapour, soot, fibres, mould, spores, fungus, germs, fumes, acids, alkalis, nuclear or radioactive material of any sort, chemicals or waste. "Waste" includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

Premium means the amount specified as such in the schedule and any premium adjustment reflected in an endorsement to this policy.

Property Damage means damage to or loss of or destruction of tangible property or loss of use thereof.

Retention means the amount specified as such in the schedule.

Retroactive Date means the date specified as such in the schedule.

Subsidiary means companies in which the *Policyholder*, either directly or indirectly through one or more of its *Subsidiaries*;

- (i) controls the composition of the board of directors;
- (ii) controls more than half of the voting power; or
- (iii) holds more than half of the issued share capital.

For any *Subsidiary* or any *Insured* thereof, cover under this policy shall only apply to *Wrongful Acts* committed while such entity is a *Subsidiary* of the *Policyholder*.

Third Party means any entity or natural person except (i) any *Insured*; or (ii) any other entity or natural person having a financial interest or executive role in the operation of the *Policyholder* or any *Subsidiary*.

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Trade Secret means information that derives independent economic value, actual or potential, from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic advantage from its disclosure or use.

Wrongful Act means any *Breach of Duty*, *Infringement*, libel, slander, or *Fraud/Dishonesty*.

Exclusions

This policy shall not cover *Loss* in connection with any *Claim*:

Antitrust

arising out of, based upon or attributable to any actual or alleged antitrust violation, restraint of trade or unfair competition.

Bodily Injury/Property Damage

arising out of, based upon or attributable to *Bodily Injury* or *Property Damage* unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing *Multi-Media Services*.

Computer Virus

arising out of, based upon or attributable to any computer virus, malicious code or failure to prevent unauthorised access to or use of an electronic system or program.

Contractual Liability

arising out of, based upon or attributable to any:

- (i) contractual liability or other obligation assumed, that goes beyond the duty to use such skill and care as is ordinarily applied to the *Insured's Multi-Media Services* provided;
- (ii) performance warranty, guarantee, penalty clause or liquidated damages clause unless liability would have existed in the absence of such warranty, guarantee or clause; or
- (iii) delay in performing, failing to perform or failing to complete any *Multi-Media Services*, unless such delay or failure arises from a *Breach of Duty* by an *Insured*.

Costs Assessment

arising out of, based upon or attributable to any failure by any *Insured* or other party acting for the *Insured* to make an accurate pre-assessment of the cost of performing *Multi-Media Services*.

Discrimination

arising out of, based upon or attributable to any:

- (i) actual or alleged employment -related practices, harassment or discrimination; or
- (ii) intentional or systemic harassment or discrimination.

Employers Liability

Any *claim* by any person for bodily injury, sickness, disease or death, incurred contracted or occurring whilst under a contract of service or apprenticeship with the *Insured* or for any breach of any obligation owed by the *Insured* as an Employer to any Employee.

Fraudulent and Criminal Acts

Any *claim* arising out of any act which a judge or jury finds to be fraudulent or criminal. In the event of such a fraudulent or criminal finding by a judge or jury, the *Insurer* shall be

reimbursed for all costs and expenses incurred up to this judgement. This exclusion shall not apply to any costs and expenses relating to an action for defamation which can be shown by the *Insured* to be unintentional.

Government/ Regulatory Action

Arising out of, based upon or attributable to any government, regulatory, licensing or commission action or investigation; unless relating solely to the performance of or failure to perform *Multi-Media Services* for such entities;

Infrastructure

arising out of, based upon or attributable to:

- (i) mechanical failure;
- (ii) electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (iii) telecommunications or satellite systems failure; unless such failure arises from a *Breach of Duty* by an *Insured*.

Insolvency

arising out of, based upon or attributable to the insolvency, administration or receivership of the *Insured*.

Intellectual Property in Relation to Software and Software Technology

Any *claim* arising out of breach or infringement of or unauthorised use of confidential information, trade secrets, trademarks (including trademarks protected by common law rights of passing off), patents, copyrights, design rights (registered or unregistered) moral rights, database rights, in relation to software and software technology.

Internet Material

arising out of, based upon or attributable to material which is published or posted on the Internet where, prior to publishing or posting, the *Insured* has no knowledge of either the content or source of the material.

Joint Ventures

arising out of, based upon or attributable to work carried out by the *Insured* for and in the name of any association or joint venture of which an *Insured* forms part.

Misdeeds

arising out of, based upon or attributable to any act which a judge, jury or other official tribunal or panel finds, or which an *Insured* admits, to be a criminal, dishonest or fraudulent act; and in such event, the *Insurer* shall be reimbursed for all *Loss* paid in connection with such *Claim*; provided, however, that this exclusion shall not apply to the *Fraud/Dishonesty Cover*.

Over-redemption

arising out of, based upon or attributable to *Over-redemption*.

Patent/Trade Secret

arising out of, based upon or attributable to the breach of licences concerning, infringement of or misappropriation of patents or *Trade Secrets*.

Pollution

arising out of, based upon or attributable to:

- (i) the actual, alleged or threatened presence, discharge, dispersal, release, migration or escape of *Pollutants*, or
- (ii) any direction, request or effort to: (a) test for, monitor, clean up, remove, contain, treat, detoxify or neutralise *Pollutants*, or (b) respond to or assess the effects of *Pollutants*.

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Powered Vessels and Aircraft

Any *claim* directly or indirectly arising from the ownership, maintenance, possessing or use by or on behalf of the *Insured* or by any employee or employees who fall within the definition of *Insured* of any aircraft, vessel, automobile, or any other vehicle or mechanically propelled mobile machinery.

Prior *Claims* and/or Circumstances

arising out of, based upon or attributable to:

- (i) any *Claim* made prior to or pending at the inception of this policy;
- (ii) any circumstance that, as at the inception of this policy, may have reasonably have been expected by any *Insured* to give rise to a *Claim*.

Software Technology Infringement

arising out of, based upon or attributable to any *Infringement* of software or software technology.

Trade Debts

arising out of, based upon or attributable to any:

- (i) trading debt incurred by an *Insured* or
- (ii) guarantee given by an *Insured* for a debt.

U.S.A./Canada

made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

War/Terrorism

arising out of, based upon or attributable to any war (declared or otherwise), terrorism, warlike, military, terrorist or guerrilla activity, sabotage, force of arms, hostilities (declared or undeclared), rebellion, revolution, civil disorder, insurrection, usurped power, confiscation, nationalisation or destruction of or damage to property by or under the order of, any governmental, public or local authority or any other political or terrorist organisation.

Claims

Claim Notification

The *Insured* shall, as a condition precedent to the obligations of the *Insurer* under this policy, give written notice to the *Insurer* of any *Claim* first made against the *Insured* as soon as practicable and during the *Policy Period*. All notifications must be in writing to:

Claims Department
30 North Wall Quay, International Financial Services Centre,
Dublin 1, Ireland.

by facsimile to (01) 283 7773

or by email to FLCLAIMS.IE@AIG.COM

or by email to Claims.PI@AIGinsurance.com.

If posted, the date of posting shall constitute the date that notice was given, and proof of posting shall be sufficient proof of notice.

Related Claims

If notice of a *Claim* against an *Insured* is given to the *Insurer* pursuant to the terms and conditions of this policy, then: (i) any subsequent *Claim* alleging, arising out of, based upon or attributable to the facts alleged in that previously notified *Claim*; and (ii) any subsequent *Claim* alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act*

alleged in that previously notified *Claim*, shall be considered made against the *Insured* at the same time as the previously notified *Claim* was made and reported to the *Insurer* at the same time the previously notified *Claim* was first reported. Any *Claim* or *Claims* arising out of, based upon or attributable to (i) the same cause or *Wrongful Act*, or (ii) a single *Wrongful Act*, or (iii) a series of continuous, repeated or related *Wrongful Acts*, or (iv) the same or similar *Wrongful Acts* in a series of related matters or transactions, or (v) one matter or transaction, shall be considered a single *Claim* for the purposes of this policy.

Circumstances

During the *Policy Period*, an *Insured* may become aware of circumstances which may reasonably be expected to give rise to a *Claim*. In such event, an *Insured* may report the circumstances in writing to the *Insurer*. If in doing so, the *Insured* provides: (i) the reasons for anticipating the *Claim*, and (ii) full particulars as to dates, acts and persons involved; then any *Claim* which is subsequently made against an *Insured* and reported in writing to the *Insurer* alleging, arising out of, based upon or attributable to such circumstances, or alleging any *Wrongful Act* which is the same as or related to any *Wrongful Act* alleged or described in the previously notified circumstances, shall be considered first made against the *Insured* and reported to the *Insurer* at the time the facts or circumstances were first reported, if accepted by the *Insurer*.

Defence/Settlement

The *Insurer* does not assume any duty to defend, and the *Insured* shall defend and contest any *Claim* made against them unless the *Insurer*, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any *Claim*. If the *Insurer* does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the *Insurer*. In the event that the *Insurer* decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the *Insurer*) then the *Insured* shall select one of the *Legal Panel* to provide such legal representation. The *Insurer* has the right at any time after notification of a *Claim* to make a payment to the *Insured* of the unpaid balance of the *Limit of Liability*, and upon making such payment, all obligations of the *Insurer* to the *Insured* under this policy, including, if any, those relating to defence, shall cease.

Insurer's Consent

As a condition precedent to cover under this policy, no *Insured* shall admit or assume any liability, enter into any settlement agreement, consent to any judgment, or incur any *Defence Costs* without the prior written consent of the *Insurer*. Only those settlements, judgments and *Defence Costs* consented to by the *Insurer*, and judgments resulting from *Claims* defended in accordance with this policy, shall be recoverable as *Loss* under this policy. The *Insurer's* consent shall not be unreasonably withheld, provided that the *Insurer* shall be entitled to exercise all of its rights under the policy.

Insured's Consent

The *Insurer* may make any settlement of any *Claim* it deems expedient with respect to any *Insured*, subject to such *Insured's* written consent. If any *Insured* withholds consent to

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such settlement, the *Insurer's* liability for all *Loss* on account of such *Claim* shall not exceed the amount for which the *Insurer* could have settled such *Claim*, plus *Defence Costs* incurred as of the date such settlement was proposed in writing by the *Insurer*, less coinsurance (if any) and the applicable *Retention*.

Cooperation

The *Insured* will at their own cost: (i) render all reasonable assistance to the *Insurer* and co-operate in the defence of any *Claim* and the assertion of indemnification and contribution rights; (ii) use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any *Loss* under this policy; (iii) give such information and assistance to the *Insurer* as the *Insurer* may reasonably require to enable it to investigate any *Loss* or determine the *Insurer's* liability under this policy.

Allocation

In the event that any *Claim* involves both covered matters and matters not covered under this policy, a fair and proper allocation of any cost of defence, damages, judgments and/or settlements shall be made between each *Insured* and the *Insurer* taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

Fraudulent Claims

If any *Insured* shall give any notice or claim cover for any *Loss* under this policy knowing such notice or claim to be false or fraudulent as regards amounts or otherwise, such *Loss* shall be excluded from cover under the policy, and the *Insurer* shall have the right, in its sole and absolute discretion, to avoid its obligations under or void this policy in its entirety, and in such case, all cover for *Loss* under the policy shall be forfeited and all *Premium* deemed fully earned and non-refundable.

Purchase and Administration

Policy Purchase

In granting cover to the *Insured*, the *Insurer* has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. In the event of the *Insurer* being entitled to avoid this policy from inception or from the time of any variation in cover, the *Insurer* may at their discretion maintain this policy in full force but exclude the consequences of and any *Claim* relating to any matter which ought to have been disclosed before inception or before any variation in cover.

Administration

The *Policyholder* shall act on behalf each and every *Insured* with respect to: (1) negotiating the terms and conditions of and binding cover; (2) the exercise of all rights of *Insureds* under this policy; (3) all notices; (4) premiums; (5) endorsements to this policy; (6) the appointment of a member of the *Legal Panel* to defend a *Claim*; (7) dispute resolution; and (8) the receipt of all amounts payable to an *Insured* by the *Insurer* under this policy.

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Limit and Retention

Limit of Liability

The total amount payable by the *Insurer* under this policy for any one *Claim* during the *Policy Period* shall not exceed the *Limit of Liability*. Sub-limits of liability and Extensions are part of that amount and are not payable in addition to the *Limit of Liability*. *Defence Costs* are payable in addition to the *Limit of Liability*. In the event that the amount paid by or on behalf of any *Insured* to dispose of a *Claim* exceeds this policy's *Limit of Liability* for any one *Claim*, then this policy shall only cover the same proportion of *Defence Costs* as this policy's *Limit of Liability* for any one *Claim* bears to the total amount paid to dispose of the *Claim* (exclusive of *Defence Costs*). The inclusion of more than one *Insured* under this policy does not operate to increase the total amount payable by the *Insurer* under this policy. The Lost Documents Extension Sub-limit of Liability shall be part of and not in addition to the *Limit of Liability*.

Retention

The *Insurer* shall only pay for the amount of any *Loss* which is in excess of the *Retention*. For the avoidance of doubt, the *Retention* does not apply to *Defence Costs*. The *Retention* is to be borne by the *Insured* and shall remain uninsured. A single *Retention* shall apply to *Loss* arising from all *Claims* alleging the same *Wrongful Act*. The *Insurer* may, in its sole and absolute discretion, advance all or part of the *Retention*, and, in that event, such amounts shall be reimbursed to the *Insurer* by the *Insureds* forthwith.

Other Insurance/ Indemnification

Unless otherwise required by law, cover under this policy is provided only as excess over any self-insurance or other valid and applicable insurance, unless such other insurance is written only as specific excess insurance over the *Limit of Liability*. This policy shall not cover *Defence Costs* of any *Claim* where another insurance policy imposes upon another insurer a duty to defend such *Claim*.

If such other insurance is provided by the *Insurer* or any member company or affiliate of AIG, Inc., then the maximum amount payable by AIG Insurance under all such policies shall not exceed the limit of liability of that policy referred to above which has the highest applicable limit of liability. Nothing contained herein shall be construed to increase the *Limit of Liability* of this policy.

General Provisions

Assignment

This policy and any rights under or in respect of it cannot be assigned without the prior written consent of the *Insurer*.

Cancellation

by *Policyholder*

This policy may be cancelled by the *Policyholder* at any time only by mailing written prior notice to *Insurer* or by surrender

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of this policy to the *Insurer* or its authorised agent. In such cases, if no *Claim* has been made and no circumstance has been notified prior to such cancellation the *Insurer* shall retain the customary short rate proportion (unexpired portion of *Premium* less handling charges) of the *Premium*. Otherwise the *Premium* shall not be returnable and shall be deemed fully earned at cancellation.

by *Insurer*

This policy may be cancelled by the *Insurer* delivering to the *Policyholder* by registered, certified, other first class mail or other reasonable delivery method, at the address of the *Policyholder* set forth in the schedule, written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of the *Premium*), the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all *Insureds* at the date and hour specified in such notice. In such case, the *Insurer* shall be entitled to a pro-rata proportion of the *Premium*. Payment or tender of any unearned *Premium* by the *Insurer* shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

Complaints

AIG Europe S.A. wants to give you the best possible service. If you feel you have cause for complaint you should contact:

The Customer Complaints Officer

AIG Europe S.A.,
30 North Wall Quay,
IFSC,
Dublin 1,
D01 R8H7.

Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

At any stage you may contact any of the following:

Insurance Ireland

Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.

Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman

3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Phone: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, you have access to Luxembourg mediator bodies for any complaints you may have regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu>

Your right to take legal action is not affected by following any of the above procedures.

Contract Rights

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than the *Insured*.

Dispute Resolution

All disputes or differences concerning the construction or interpretation of the provisions of this policy, whether arising before or after termination of this policy, shall be submitted to arbitration in London before the London Court of International Arbitration (LCIA) according to its then prevailing arbitration rules. The language to be used in the arbitration proceedings shall be English. The arbitration shall be conducted by a panel of three arbitrators having knowledge of the legal and insurance issues relevant to matters in dispute. The *Insurer* and the *Insured* shall each name one arbitrator and the third shall be appointed by the LCIA. The decision of the arbitrators shall be final and binding and provided to both parties, and the arbitrators shall not be asked to, and shall not award attorneys' fees or other costs. The costs of the arbitrators and any arbitration fees will be borne equally by the *Insurer* and the relevant *Insureds*. Otherwise, each party shall bear its own costs of the arbitration. In the event that separate disputes arise between the *Insurer* and several *Insureds* on related matters, these shall be resolved together or consecutively as the arbitrators shall consider appropriate.

Insolvency

Insolvency, receivership or bankruptcy of any *Insured* shall not relieve the *Insurer* of any of its obligations hereunder.

Plurals, Headings and Titles

The descriptions in the headings and titles of this policy are solely for reference and convenience and do not lend any meaning to this contract. Words and expressions in the singular shall include the plural and vice versa. In this policy, words in italic typeface have special meaning and are defined. Words that are not specifically defined in this policy have the meaning normally attributed to them.

Sanctions

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

Financial Lines – Media Professional Liability

The *insurer* shall not be deemed to provide cover and the *insurer* shall not be liable to pay any *claim* or provide any benefit hereunder to the extent that the provision of such cover payment of such *claim* or provision of such benefit would expose the *insurer*, its parent company or its ultimate controlling entity to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, Republic of Ireland, United Kingdom or United States of America.

Scope, Jurisdiction and Governing Law

Where legally permissible and subject to the U.S.A./Canada Exclusion, this policy shall apply to any *Claim* made against any *Insured* anywhere in the world. Any interpretation of this policy relating to its construction, validity or operation shall be made in accordance with the laws of Republic of Ireland and in accordance with the English text as it appears in this policy.

Subrogation

If any payment is to be made under this policy in respect of a *Claim*, the *Insurer* shall be subrogated to all rights of recovery of the *Insured* whether or not payment has in fact been made and whether or not the *Insured* has been fully compensated for its actual loss. The *Insurer* shall be entitled to pursue and enforce such rights in the name of the *Insured*, who shall provide the *Insurer* with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. The *Insured* shall do nothing to prejudice these rights. Any amount recovered in excess of the *Insurer's* total payment shall be restored to the *Insured* less the cost to the *Insurer* of such recovery. The *Insurer* agrees not to exercise any such rights of recovery against any *Employee* unless the *Claim* is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the *Employee*. In its sole discretion, the *Insurer* may, in writing, waive any of its rights set forth in this Subrogation Clause.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

AIG Europe S.A., is an insurance undertaking. We do not provide advice or any personal recommendation about this product. Employees are paid a salary. We do not pay them bonuses or commissions directly linked to sales.

How we use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why

– Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights

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- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object

to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

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