

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.
Computer or digital technology	Any programs , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology and communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet or, website or cloud computing services.
Computer or digital technology error	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading and patching) or development of, any computer or digital technology .
Cyber attack	Any digital attack or interference, whether by a hacker or otherwise, designed to: <ol style="list-style-type: none">1. gain access to;2. extract information from;3. disrupt access to or the operation of; or4. cause damage to: any data or computer or digital technology , including but not limited to any: <ol style="list-style-type: none">a. programs designed to damage, disrupt, extract data from, or gain access to any data or computer or digital technology; orb. denial of service attack or distributed denial of service attack.
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.
Hacker	Anyone, including an employee of yours , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none">1. computer or digital technology; or2. data held electronically by you or on your behalf.
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 .
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.
Retroactive date	The date stated as the 'retroactive date' in the schedule.

Social media	Any website or application that enables users to create and share content or to participate in social networking.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain permission or the transfer to a third-party of virtual currency, money, securities, data or property.
USA and Canadian civil liability	<ol style="list-style-type: none"> 1. any claim or arbitration brought in the United States of America or Canada or their territories or possessions; or 2. any proceedings outside of the United States of America or Canada or their territories or possessions to enforce, or which are based on, a judgment or award in the United States of America or Canada or their territories or possessions.

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 your social media accounts;
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: <ol 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	<p>i. any other civil liability (but this clause 1(i) will not provide cover for any other civil liability for USA and Canadian civil liability);</p> <p>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.</p> <p>We will also pay defence costs but we will not pay costs for any part of a claim not covered by this section.</p>
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:
- 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**:
 - 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

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

- A.** **We** will not make any payment for any **claim** or loss or part of a **claim** or loss directly or indirectly due to:
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;
 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;
 3. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret;
 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 and directly arise from a covered **claim** for defamation, breach of privacy, or negligent publication arising out of **your media activity**;
 5. the loss, damage or destruction or loss of use of any tangible property.
However this exclusion does not apply to any loss directly arising from any tangible document of **yours** which is necessary for the performance of **your business activity** and which is lost, damaged or destroyed while in **your** possession;

Influencer and public figure protection

Policy wording

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;
Infrastructure interruption	9. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider;
Social media platform interruption	10. or contributed to by, resulting from or in connection with any failure or interruption of service of any social media 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;
Personal data claims	13. or relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this exclusion will not apply to any otherwise covered claim or part of a claim or any actual or alleged breach of any duty of confidentiality or invasion of privacy, false light, intrusion up a person's seclusion, or misappropriation of a person's picture, name, voice or identity for commercial gain where such claim or portion of a claim arises solely out of your media activity , provided that, notwithstanding the foregoing, we will not in any event make any payment under this policy where such claim or portion of a claim arises from any actual or alleged breach of security of or other custodial obligations concerning personal data in your care, custody or control;
Cyber Incidents	14. or contributed to by, resulting from or in connection with any: a. cyber attack ; b. hacker ; c. any fear or threat of 14.a. to 14.b. above; or d. any action taken in controlling, preventing, supressing, responding or in any way relating to 14.a. to 14.c. above. However, this exclusion does not apply to any otherwise covered claim made against you by a client or end client which arises directly out of any unauthorised access to your social media ;
Social engineering communication	15. or contributed to by, resulting from or in connection with any social engineering communication ;
Computer or digital technology error	16. or contributed to by, resulting from or in connection with any computer or digital technology error ;
Breach of financial or fiduciary duties	17. 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

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Policy wording

Employment and directors' liabilities	<p>d. any breach of fiduciary duty owed by you;</p> <p>18. 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;</p> <p>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</p> <p>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;</p>
Insolvency	<p>19. your insolvency or the insolvency of your suppliers;</p>
Sweepstakes, gambling or lotteries	<p>20. your provision of any sweepstakes, gambling activities, lotteries, discounts, awards or prizes from advertisements, promotions, contests or other games of chance;</p>
Unsolicited communications	<p>21. 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>22. the design, sale, manufacture, supply, installation, maintenance, use or consumption of any product;</p>
Reckless or dishonest acts	<p>23. 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</p>

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Policy wording

	act did not occur. Such opinion shall be binding on us and you . The costs of such opinion shall be met by us ;
Pre-existing problems	24. 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 ;
Private messaging	25. any disclosure or publication or communication of the substance of any private messages by you to anyone other than the other parties to such private messages without the express prior authority of all other such parties, whether by use of any social media platform or otherwise;
Non-appearance	26. the non-appearance of any person;
Adult entertainment	27. any media activities involving nudity, obscene or pornographic material;
War, terrorism and nuclear	28. war, terrorism or nuclear risks ;
Criminal, offensive or inappropriate acts	29. any breach of contract claim arising from any actual or alleged: <ul 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 or financial products	30. any actual or alleged: <ul 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; c. promotion of any gambling or games of chance; or d. promotion of any debt services or financial products;
Organised crime	31. a. any actual or alleged collusion, extortion or threatened violence; <ul style="list-style-type: none"> 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	32. asbestos risks ;
Pollution	33. any pollution or contamination, including of noise, electromagnetic fields, radiation and radio waves;
Abuse and harassment	34. any actual or alleged: <ul style="list-style-type: none"> a. harassment whether sexual or otherwise; b. discrimination; or c. unfair treatment;
Disability discrimination	35. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act of 1990 or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability;
Opioids	36. the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate;
Redemption level estimates	37. any: <ul style="list-style-type: none"> a. prize, coupon, or voucher redemption level estimates being exceeded or not met; or b. over redemption or under redemption of coupons, discounts, awards or prizes from advertisements, promotions, contests or other games of chance;

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Policy wording

Non-fiat currencies,
crypto and ICO

38. any actual or alleged promotion, operation or issuance of:
- a. any non-fiat or virtual currency including but not limited to any cryptocurrency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;
 - b. any currency which is, itself, based on or utilises any blockchain technology; or
 - c. any initial coin offering or any other form of fundraising in respect of any new currency.

B.

Claims brought by
a related party

We will not make any payment for:

1. any **claim** brought by any:
 - 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**;

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**;

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:
 - 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;

Fines and penalties

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**;

Unauthorised tracking

7. any **claim** arising from, contributed to by, relating to, or in connection with any actual or alleged monitoring, tracking or profiling of:
 - a. an individual without that individual's authorisation; or
 - b. any **computer system** capable of storing **personal data** without authorisation, including, but not limited to, web-tracking, session recording, digital fingerprinting, behavioural monitoring, eavesdropping, wiretapping or audio or video recording committed by **you** or a third party;

Any other civil liability in
the USA and Canada

8. any **USA and Canadian civil liability**; however this exclusion only applies to the cover under **What is covered** 1. i.

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

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with any **claim** under this **policy**.

Partially covered claims

We will not pay any part of a **claim** and its associated costs which is not covered by this section. If a **claim** is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.



Influencer and public figure protection

Policy wording

Payment of full
limit of indemnity

We have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in the schedule has been exhausted.

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**.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.