

PMR 073

Sales Promotion Endorsement

Exclusions

Exclusion 27 to Section 1 is amended to read as follows;

27. Results Of Competitions

Arising from the outcome of any competition, game, contest, promotion or lottery;

Insurers, in addition to the exclusions contained elsewhere in Section 1 to this Policy, shall not be liable to indemnify the **Insured** against any claim or loss

1. Unapproved Copy

Arising from any final copy artwork, layout, promotion or project that has not been signed off by the client of the **Insured**;

2. Sourcing of products

Arising directly or indirectly out of or in connection with the sourcing or obtaining of any product or the introduction of any product manufacturer to any client unless:

- a) the **Insured** has taken reasonable steps to ensure that the product complies with all prevailing health and safety regulations and standards, is suitable for its intended purpose and (where relevant) is supplied with necessary instructions and
- b) the product has been produced entirely within or sourced from an agent within the European Union or European Free Trade Association member countries and
- c) if the product has been sourced from an agent, the **Insured** knows the agent to be reputable and financially secure and
- d) the **Insured** has written documentation accepted by the **Insured's** client, the supplier and sourcing agent (if any) setting out the precise specification, quality, tolerances and intended volume of any product and
- e) the **Insured** has written documentation accepted by the **Insured's** client, the supplier and sourcing agent (if any) setting out the terms of business with a payment and delivery schedule.

In the event of any dispute as to whether or not this exclusion applies the **Insured** shall have the burden of proving that this exclusion does not apply;

3. Arising directly or indirectly out of or in connection with any work undertaken by a subcontractor (not being an **Employee**) of the **Insured** unless the **Insured** has a written agreement with the subcontractor which:

- a) obliges the subcontractor to perform the subcontracted services to the same standard and in accordance with the provisions contained in the **Insured's** contract with its client; and
- b) provides that the subcontractor agrees to indemnify the **Insured** against any:
 - (i) breaches of the **Insured's** contract with its client;
 - (ii) breach of professional duty;
 - (iii) infringement of copyright or any other intellectual property rights;
 - (iv) libel, slander or malicious falsehood;
 - (v) product disparagement or breach of any comparative advertising regulations;
 - (vi) breach of any duty of confidentiality;

that arise directly or indirectly as a result of any act, error or omission on the part of the subcontractor.

All other terms and conditions of this Policy remain unaltered.