
Your cover in a nutshell:

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties caused by problems with your work, including compensatory damages and claimant's legal costs awarded against you in relation to a covered claim. We will pay for claims which are made during the period of insurance, up to the limit shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it. It may also pay for mistakes to be corrected to avoid a future claim for damages.

Your policy may also reimburse you for amounts you are legally committed to pay for media space that your client might refuse to pay.

The limit of indemnity may either be on an each and every claim basis or an aggregate basis – please check your policy schedule to see which applies to your policy. An 'each and every claim' basis means that each individual claim has its own limit of indemnity, though multiple claims arising from the same cause will be treated as a single claim and only one limit will apply. An 'aggregate' basis means that the limit of indemnity is the most we will pay in total under the policy, regardless of the number of claims and losses. On either basis, you will be liable to pay the excess in relation to each claim or loss, which is shown in your policy schedule.

Key benefits: what risks are you protected against?

We will pay claims against you for:

- negligence or breach of duty: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- unintentional breach of contract, where the claim has been made by a client;
- breach of a comparative advertising statute;
- infringement of intellectual property rights such as copyright or trademark;
- breach of a licence you have acquired to use a third-party's trademark;
- defamation: libel and slander;
- necessary and reasonable rectification costs to put an error right before a claim has arisen;
- computer viruses targeted to your system: if you unknowingly pass on a computer virus;
- any other civil liability: this means that if a claim or loss occurs because of your business activities and we haven't specifically excluded it and it's not a criminal prosecution, it's covered.

We will pay your direct losses suffered as a result of:

- dishonesty of your employees or self-employed freelancers;
- your own loss of documents, information or data which is necessary for the performance of your business activity.

Significant or unusual exclusions and limitations:

Cover is restricted to the business activities you have told us your business undertakes that we have agreed to insure, which are carried out within the geographical limits of the policy, as stated in your policy schedule, unless otherwise agreed by us.

We will not make any payment unless you notify us as soon as practicable of any claim or potential claim against you or your own loss.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not ensure our rights of recovery against a third-party are unrestricted;
- admit that you are liable or make any offer without our prior written agreement.

We will not pay for claims or losses arising from:

- your contractual liability unless the breach was unintentional and you could not reasonably have been aware at the outset of the contract that you would be unable to perform the contract as promised, including your under-budgeting, due to insufficient resources;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- patent infringement or the disclosure of a trade secret;
- any prize, coupon or voucher redemption levels not being met;
- loss of data held electronically;
- breach of your obligations as an employer, harassment or discrimination;
- damage to property, unless arising from your breach of a duty of care;
- the use of land, buildings or vehicles;
- the sale, installation or supply of products;



Professional indemnity insurance for marketing, advertising and communications businesses

Policy summary

- anything, including any shortcomings, that before we agreed to insure you, you reasonably ought to have known would be likely to lead to a potential claim or loss;
- work carried out before the date stated as the retroactive date in the schedule.