

Professional indemnity marketing, advertising and communications sector

Summary of change

Changes to the policy The following table shows the differences between our new policy wordings (6628 WD-PROF-UK-MCM(6), 15587 WD-PROF-UK-MCM-AG (5)) and our previous policy wordings (6628 WD-PROF-UK-MCM(4), 15587 WD-PROF-UK-MCM-AG(3)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'	Area of cover	Previous policy	New policy	Improvement in cover
	Claims against you			
	Advertising claims. We will pay claims arising from your advertising or branding for defamation or infringement of copyright or moral rights. This does not include claims for passing off, unauthorised use of trademarks or false or misleading advertising. Previously cover was not restricted to copyright infringement or defamation.	Covered	Amended	✗
	Your own losses			
	Losses from dishonesty. Your own losses arising from the dishonesty of your employees, sub-contractors or outsourcers.	Covered	Not covered	✗
Changes to 'what is not covered'	Area of cover	Previous policy	New policy	Improvement in cover
	Cyber incident. We will not pay claims arising from cyber attack, hacker or social engineering communication including the threat or fear of such an incident. We will not pay claims for any action taken in controlling, preventing suppressing or responding to such incidents. Previously we excluded any virus not specifically targeted at your system.	Covered	Not covered	✗
	Computer or digital technology error. We will not pay claims arising from any computer or digital technology error. We will pay such claims where they arise from a claim from your client arising out of your act, error or omission affecting your client's computer or digital technology in your performance of a business activity for that client and which is not otherwise excluded.	Covered	Amended	✗
	Log4j vulnerability. We will not pay claims relating to the Log4j vulnerability known as CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology.	Covered	Not covered	✗
	Personal data. We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a	Covered	Amended	✗

business activity for a client and which is not otherwise excluded. Subject to the limit shown in the schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.

Bodily injury. We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.

Not restricted to
media content Amended



Other important changes

Control of defence. Under the previous wording we had a duty to defend you against any covered claim brought against you. We now have the right but not the obligation to take control of the conduct of the claim including the appointment of legal representation. Please refer to the policy wording for full details.

Takeovers and mergers extended notification period. Under the previous wording you could request an extended notification period for any takeovers and mergers up to 24 months from the expiry date of the policy. We have now removed this condition.
