

Professional indemnity for marketing, advertising and commercial production

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording 22414 WD-PROF-UK-MCM(1) and our previous policy wordings 6628 WD-PROF-UK-MCM(6), 15587 WD-PROF-UK-MCM-AG(5), 6630 WD-PROF-UK-CFM(5), 16275 WD-PROF-UK-CFM-AG(3), 16242 WD-PROF-UK-DIGM(4) and 16277 WD-PROF-UK-DIGM-AG(4).

This is a summary of the changes only. You should refer to your 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
Payment towards your outstanding fees. Previously, in limited situations, we paid outstanding fees owed to you by your client, which your client refused to pay and in circumstances where your client had reasonable grounds to bring a claim against you.	Covered	Not covered	✗
Joint ventures. We have included specific cover for compensation in relation to claims made against you for work undertaken by another person or entity on your behalf for the purpose of a joint venture.	Covered	Amended	✓

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Non-fiat/virtual currency. We have clarified that we do not cover any claims or losses relating to any purchase, use or development of any non-fiat or virtual currency, initial coin offering, smart contracts or non-fungible tokens.	Covered	Not covered	✗
Computer or digital technology error. Our previous wordings confirmed that we will not pay claims arising from any computer or digital technology error. For some customers, this exclusion did not apply to claims arising directly from any computer or digital technology error affecting their client's computer or digital technology. This now applies to all customers. We have also amended the wording so now the exclusion for computer or digital technology error does not apply to claims arising directly from your computer or digital technology where it is directly accessed or used by your client.	Partially covered	Amended	✓



Other important changes

Limits that apply to your cover.

Previously we had two policy wordings, one for cover given on (a) an each and every claim or loss basis; and (b) one for cover given on an aggregate basis. We have now combined these wordings together and highlighted within your policy wording where (a) or (b) apply differently. It is important you check your policy schedule carefully to see which basis of cover applies to each of your policy limits for this section and whether the limits include or exclude defence costs. Please also read the How much we will pay section of your policy wording carefully.

Subsidiary(ies).

We have updated the definition of subsidiary so that an acquired entity's turnover for the 12-month period leading up to the date of acquisition must be less than 20% of your turnover, and not more than £5,000,000.

Payments toward claims against your clients.

In What is covered – Your own losses, we have added a clause that confirms that if your media content results in claims being made against your clients, and you are liable for those claims under your contract with your clients, the policy will respond to provide cover as if the claims were made against you.

Property – combined property

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording 21874 WD-PROF-UK-COMBPY(2) and our previous policy wording 21874 WD-PROF-UK-COMBPY(1).

This is a summary of the changes only. You should refer to your 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
Property – buildings			
Inadvertent omissions. We no longer pay claims in connection with buildings owned by you which you accidentally omitted from cover.	Covered	Not covered	✗
Newly acquired property. If you acquire or erect new buildings during the period of insurance, we will pay for damage to such buildings, provided that you tell us the additional value no later than seven days after you become legally responsible, and pay any additional premium required by us. We may change the terms of the policy or impose additional requirements.	Not covered	Covered	✓
Garden restoration and tree removal. We now provide cover for damage to your trees, shrubs, plants and lawns caused by fire, lightning, malicious acts or the emergency services. We will also cover the costs of felling, lopping and removing trees to avoid bodily injury or damage to property.	Covered	Amended	✓
Trace and access. This now includes the costs you incur to locate the source of any oil leak.	Not covered	Covered	✓
Property – contents, computers and money			
Defective title – art and collections. We no longer pay the value of an artwork or an art collection where you are required to return it to its rightful owner.	Covered	Not covered	✗
Undamaged fixtures and fittings. We no longer pay for the cost of your undamaged fixtures and fittings if your lease is cancelled as a result of damage to the insured premises.	Covered	Not covered	✗
Identity fraud. We no longer pay expenses to defend a claim brought against you by financial institutions, remove incorrect judgments, or challenge a credit rating, as a result of identity fraud.	Covered	Not covered	✗
Contents temporarily elsewhere. We now only provide cover in specific locations and while in transit, as set out in the policy wording. Previously, cover was not restricted to specific locations.	Covered	Amended	✗

Changes to 'what is not covered'

Property – equipment breakdown			
Equipment and computers. We no longer cover items in the Republic of Ireland for breakdown.	Covered	Not covered	✗
Hazardous substances. We no longer cover the cost of repairing, replacing, cleaning-up or disposing of equipment or computers due to their contamination by a hazardous substance.	Covered	Not covered	✗
Building repair and reconstruction requirements. We no longer cover the cost of compliance with any regulation or legal requirement relating to the repair of any buildings damaged by the breakdown of equipment or computers.	Covered	Not covered	✗
Oil and water storage tanks. We no longer cover the failure of oil or water storage tanks or the costs to clean up or decontaminate property following their failure.	Covered	Not covered	✗
Alternative hire costs. We will pay for the hire of a substitute for an item following its breakdown until it is repaired or replaced, for up to six months.	Not covered	Covered	✓
Area of cover	Previous policy	New policy	Improvement in cover
Property – buildings			
Pressure waves. We will no longer pay for damage caused by pressure waves due to aircraft or other aerial devices travelling at supersonic speeds.	Covered	Not covered	✗
Property – contents, computers and money			
Pressure waves. We will no longer pay for damage caused by pressure waves due to aircraft or other aerial devices travelling at supersonic speeds.	Covered	Not covered	✗
Property – equipment breakdown			
Insufficient specification. We will not make any payment for breakdown caused by equipment or computers being of insufficient size, specification, or capacity, or rebooting, reloading or updating any software.	Covered	Not covered	✗
Electronic equipment. Previously we did not pay for damage to any electronic equipment used for medical or scientific purposes. We now provide cover where the replacement value is less than £25,000.	Not covered	Amended	✓
Media production equipment. We now cover breakdown of equipment used for the production or processing of sound, images, or light.	Not covered	Amended	✓



Other important changes

Malicious damage by employees. The new Property – buildings section of the policy wording clarifies that you must notify us no later than ten working days of any unlawful or malicious damage caused by any employee.

Computers. The basis for settlement now includes cost of modifications to replacement computers or the conversion of existing software if the software is incompatible with the replacement computers.

Malicious damage by employees. The new Property – contents, computers and money section of the policy wording clarifies that you must notify us no later than ten working days of any unlawful or malicious acts by any employee.

Newly acquired contents. The new Property – contents, computers and money section of the new policy wording replaces Additions to contents, and while the cover remains the same we now require you to tell us the additional values within 30 days of you becoming legally responsible for them.

Continuing hire charges. The new Property – contents, computers and money section of the new policy wording clarifies that we will not make payment for longer than six months.

Removal of debris. The new Property – equipment breakdown section of the new policy wording previously included removal of debris within the amount insured for this section. We now provide cover for removal of debris in addition to the amount insured.

Property – business interruption

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (16089 WD-PROF-UK-PYI(7) and our previous policy wording (16089 WD-PROF-UK-PYI(5).

This is a summary of the changes only. You should refer to your 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
Denial of access. We will only pay claims where a part of an insured premises is inaccessible to you, your employees or your suppliers, for more than 24 consecutive hours, due to insured damage occurring within a one-mile radius of those premises.	Covered	Amended	✗
Non-damage denial of access. We will only pay claims where all of an insured premises is inaccessible to you or your employees, for more than 24 consecutive hours, due to an incident occurring within a one mile radius of those premises.	Covered	Amended	✗
Bomb threat. We will only pay claims where all of an insured premises is inaccessible to you or your employees, for more than 24 consecutive hours, due to restrictions imposed by a public authority. However, we will not pay any claims if the total area to which the restrictions apply is greater than ten miles across at its widest point.	Covered	Amended	✗
Homeworkers. We will pay for financial losses that arise from an interruption to your activities which is caused by insured damage occurring at the main residence in the UK of a homeworker.	Not covered	Covered	✓
Public authority. We will only pay claims where a part of an insured premises is unusable for the purposes of your activities by you or your employees, for more than 24 consecutive hours, due to restrictions imposed by a public authority. The restrictions must also be imposed due to one of the specified incidents (for example, murder, specified diseases or defects in sanitary fixtures and fittings) occurring at those insured premises.	Covered	Amended	✗
Employees lottery win. We will no longer pay for costs incurred as a result of any of your employees resigning after they have won the lottery.	Covered	Not covered	✗
Cancellation and abandonment. We will no longer pay for costs incurred as a result of the cancellation or postponement of a promotional event.	Covered	Not covered	✗

Changes to 'what is not covered'	Key person. We will no longer pay for costs incurred if a key person suffers accidental bodily injury or an illness.			Covered	Not covered	X
	Area of cover	Previous policy	New policy	Improvement in cover		
	Civil commotion. We will only pay claims for financial losses caused by civil commotion when the interruption to your activities is caused by insured damage to your property.			Covered	Partially covered	X
Other important changes	Unlimited amount insured. We no longer offer cover on an unlimited sum insured basis. If you were previously on an unlimited basis, please refer to the letter or email accompanying your renewal invite or speak to your broker if you have one. How much we will pay. The new policy wording clarifies in more detail how we will assess and pay any eligible claims. For example, we have included a new paragraph which sets out how the indemnity periods operate against the various different covers that you have within your business interruption policy.					

Legal protection

Summary of change

Changes to the policy

The following table shows the differences between our new policy wordings (16375 WD-PROF-UK-LST(2), 16376 WD-PROF-UK-LEN(2), 16377 WD-PROF-UK-LSU(2), 16378 WD-NFP-UK-LST(2), 16379 WD-NFP-UK-LEN(2), 17286 WD-NFP-UK-LSU(2)) and our previous policy wordings (16375 WD-PROF-UK-LST(1), 16376 WD-PROF-UK-LEN(1), 16377 WD-PROF-UK-LSU(1), 16378 WD-NFP-UK-LST(1), 16379 WD-NFP-UK-LEN(1), 17286 WD-NFP-UK-LSU(1)).

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.

	Area of cover	Previous policy	New policy	Improvement in cover
Legal defence – changes to 'What is not covered'	Data protection. DAS will not pay claims arising from: - the loss, alteration, corruption or distortion of, or damage to stored personal data; or - a reduction in the functionality, availability, or operation of stored personal data; resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.	Covered	Not covered	
Personal injury – changes to 'What is not covered'	Psychological injury. DAS will not pay claims relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury.	Covered	Not covered	
Contract disputes – changes to 'What is not covered'	Financial products. DAS will not pay claims relating to any loan, mortgage, pension, guarantee or any other financial product. This exclusion no longer applies to a dispute with a professional adviser in connection with financial products.	Not covered	Amended	
Debt recovery – changes to 'What is not covered'	Financial products. DAS will not pay claims relating to any loan, mortgage, pension, guarantee or any other financial product. This exclusion no longer applies to a dispute with a professional adviser in connection with financial products.	Not covered	Amended	