
Key benefits: what risks are you protected against?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work, including digital services or advertising. We will pay for covered claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- breach of any contract between you and your client, including reasonable compensatory payments, where the claim is brought by your client;
- infringement of intellectual property rights like copyright, trademark or any act of passing off;
- 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;
- breach of confidentiality, invasion of privacy or a violation of any other legal protections for personal information;
- defamation: libel and slander and claims for emotional distress or outrage based on harm to the character or reputation of any person or entity;
- dishonesty of your partners, sub-contractors and self-employed freelancers;
- breach of a licence where you have acquired a third-party's trademark or copyrighted material but only to the extent your use inadvertently exceeds express limitations in the licence;
- breach of a comparative advertising statute;
- unintentional breach of advertising codes where the claim is brought by your client;
- 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;
- work undertaken on your behalf by sub-contractors or self-employed freelancers. However, we reserve the right to recover losses from your sub-contractors or self-employed freelancers;
- network security and personal data events, including the transmission of a computer virus, denial of service attacks and unauthorised use or disclosure of personal or confidential corporate data.

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

- any tangible documents needed for your business which are lost, damaged or destroyed;
- acting outside your authority where you cannot legally recover the cost of media space from your client as long as the client is not liable to you and you believed you had the client's authority to pay for it;
- rectifying an error that may lead to a potential claim provided you notify us of the error and we believe this is likely to prevent a future claim against you for a greater amount.

Your policy may also reimburse you for fees that your client refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Significant or unusual exclusions and limitations:

We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- your failure to ensure that you have sufficient technical, logistical or financial resources to perform a contract;
- any bodily or mental injury or death, unless in relation to mental anguish or distress due to defamation, breach of privacy, negligent publication or negligent broadcast;
- the loss, destruction or damage to tangible property. This does not apply to any claim for damage to electronic data or the loss of any document which is necessary for the performance of your business activity which is lost whilst in your possession;
- any patent infringement or the disclosure of a trade secret;
- the ownership, use or possession of any land, building, animal or vehicle;
- any breach of your obligations as an employer;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any false or misleading advertisement about your products or services. This does not apply to a claim based on your unauthorised use of another's trademark;
- over redemption or under redemption of any prize or coupon;
- your sale, manufacture, use or consumption of any product;
- the chargeback or reversal of any payment transaction;



Professional indemnity insurance for digital marketing companies

Policy summary

Policy wording ref: WD-PROF-UK-DIGM(2) 16242 12/17

- any payment owed to a licensor under a licence, other than covered claim for breach of copyright or trademark infringement where you are ordered to pay the amount you would have had to pay for a licence to use the infringed work.

Please read the policy for details of its terms in full.