
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. 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:

- infringement of intellectual property rights like copyright, trademark, misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;
- 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, slander, trade libel, product disparagement, or malicious falsehood;
- any emotional distress or outrage based on harm to the character or reputation for any person or entity;
- dishonesty of your employees, sub-contractors and self-employed freelancers;
- plagiarism or failure to give correct attribution;
- 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;
- any other civil liability: 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 outsourcers. However, we reserve the right to recover losses from your sub-contractors or outsourcers;
- 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 compensation and defence costs in relation to claims against:

- additional insureds if you contracted in writing to indemnify the additional insured for such claim. However, we will only pay in relation to a claim that you would be covered for under this policy if the same claim was made against you;
- employees, sub-contractors and self-employed freelancers where such claim arises as a result of the performance of a business activity by you or on your behalf.

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;
- legal expenses incurred to quash the scope of a court order to disclose or produce material gathered, acquired, collected, created or compiled by you;
- legal expenses incurred to challenge the validity of a Police Information Notice;
- withdrawing and destroying your publication as a result of a civil court order;
- prosecuting a declaratory relief action against a third party who alleges you have committed copyright or trademark infringement.

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:

- any liability under contract;
- any bodily or mental injury or death, unless in relation to mental anguish or distress due to defamation or 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;
- 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.