



# Key facts

## Creative and Media Professionals

Professional Liability, directors and officers liability, entity defence, employment law protection, fidelity, data liability and cyber liability covers are on a 'claims made' basis which provides cover for claims **which are made and notified to us during the Period of Insurance.**

Data loss, cyber loss and network interruption are on a 'first discovered' basis which provides cover for losses **which are first discovered by you and notified to us during the period of insurance.**

## Cover

### Professional Liability

Covers your legal liability for any civil liability\* arising from your media activities in connection with your business (provided these have been declared to and accepted by us).

Provides cover for your unintentional breach of a written contract in connection with your media activities (provided these have been declared to and accepted by us).

In addition, cover is provided for loss of documents (up to policy limit) if the Property Damage insuring clause is not operative.

The limit of indemnity applies to each claim. The total amount payable in the period of insurance is unlimited.

An excess will apply to all claims.

In addition cover includes:

- Outstanding fee recovery
- Indemnity to principals
- Indemnity to distributors
- Automatic acquisitions
- Mitigation costs incurred with our consent (maximum £10,000 without our consent)
- Withdrawal expenses
- Contempt of court and regulatory proceedings (maximum £100,000)
- Public Relations Crisis Management  
Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:
  - the allegation that you have committed a wrongful act
  - your successful defence of an allegation of a wrongful act

Where there is a risk to your business as a consequence of such attention (maximum £50,000 which is in addition to the limit of indemnity)

- Compensation for court attendance directors £500 per day £250 any employee

*\*N.B. a civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others, negligence, unintentional breach of confidentiality and/or copyright, defamation etc.*

### Public Liability / Products Liability (optional)

Covers:

#### Public Liability

- your legal liability for injury to any person (other than employees) and/or loss of damage to property; libel,

slander and defamation; wrongful arrest etc; trespass or nuisance arising from your business and occurring within the EU during the period of insurance.

#### Products Liability

- your legal liability for injury, loss or damage arising from the sale, supply etc of goods or products from within the UK and occurring during the period of insurance.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

Under the products liability the limit applies to each claim and in total for the period of insurance.

A £250 excess applies under the public liability section in respect of claims for loss or damage to property.

Principal extensions under this section include:

- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit)
- Consumer Protection Act and Food Safety Act defence costs cover.
- Defective Premises Act cover
- overseas personal liability cover

#### Directors and officers liability (optional)

Covers:

- your legal liability as a director or officer of the company.
- your legal costs and expenses in respect of:
  - any investigations
  - the defence of any legal action seeking your disqualification as a director
  - extradition proceedings (including appeals)

*N.B. When the company indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the company accordingly.*

In addition cover includes:

#### Public relations crisis management

Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- the allegation that you have committed a wrongful act
- your successful defence of an allegation of a wrongful act

Where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity).

#### Non-executive directors

An additional 10% of the limit of indemnity available to cover costs and expenses of non-executive directors if all available indemnity is exhausted.

#### Emergency costs and expenses

Retrospective approval of costs and expenses incurred if you are unable to reasonably obtain our prior written



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consent (up to a maximum of 10% of the limit of indemnity).

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance. No excess applies (other than in respect of company reimbursement where the claim is brought in the USA).

### **Entity defence (optional)**

#### **Public relations crisis management**

Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignation of members of the entity's main board of directors
- official investigations into the entity's affairs where there is a risk to the entity's business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity)

#### **Identity fraud**

Covers the entity's legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves as the entity. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.

#### **Investigations**

Covers the entity's legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.

#### **Corporate manslaughter**

Covers the entity's legal costs and expenses in defending a prosecution brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

#### **Breach of contract**

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging breach of contract for goods or services provided to a customer.

#### **Pollution**

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging that a director, officer or employee has committed a wrongful act which results in pollution.

#### **Taxation**

Covers the legal costs and expenses in our negotiating on behalf of the entity following a tax investigation (including PAYE and VAT) by HM Revenue and Customs and/or in an appeal.

#### **Data Protection**

Covers the entity's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

The limit of indemnity applies in total for the period of insurance.

An excess of £1000 applies to the Investigations cover.

### **Employers Liability (optional)**

Covers your legal liability for up to £10,000,000 to employees injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim.

The total amount payable in the period of insurance is unlimited.

No excess applies.

Principal extensions under this section:

- legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £250,000 inclusive of limit).

### **Employment law protection (optional) (not available in Northern Ireland)**

Covers your legal liability following an employment dispute. In addition your legal costs and expenses are covered in respect of attendance at any employment or health and safety investigations.

Wide definition of 'employee' to include anyone deemed by an Employment Tribunal or the Employment Appeals Tribunal to be an employee.

Claims against you must be brought within England, Wales or Scotland.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess will apply to all claims with a minimum excess of £10,000 in relation to TUPE.

### **Property Damage (optional)**

Covers your buildings, office contents, stock, tenant's improvements and computer and media equipment against accidental damage (including theft).

Cover is also available to a single sum insured basis providing £50,000 sum insured for business equipment (including office contents, stock, computer and media equipment, portable electronic equipment)

Cover is provided on a reinstatement basis (i.e. 'new for old') and subsidence is included for buildings, other than those located on the Isle of Wight.

Contents extends to incorporate:

- £500 of wines, spirits and tobacco (not for sale)

Principal extensions under this section include:

- professional fees
- automatic cover for new buildings/extensions, new computer equipment, new office contents and increases in value due to inflation for:
  - up to 25% of the buildings sum insured or £50,000 whichever is the least, and/or
  - up to 15% of the contents and computer and media equipment sum insured or £10,000 in total, whichever is the least
- debris removal
- automatic inclusion of bank interest etc
- Public Authorities clause.



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- theft cover on a non-forcible and violent entry or exit basis
- computer breakdown (for up to £5,000).
- replacement of locks following theft of keys (for up to £1000)
- fixed glass (for up to £2,500)

Cover is subject to a £250 excess (£1000 or £2500 for subsidence dependent upon area; £25 in respect of replacement of locks).

### **Business Interruption (optional)**

Covers your loss of revenue and/or increase in cost of working and/or additional cost of working for an agreed period due to interruption of your business following:

- damage at your premises (provided the damage is insured under the Property Damage section)
- damage to other property which prevents or hinders your access to your premises
- damage occurring at your suppliers premises within the UK
- accidental failure of electricity, gas, water or telecommunications services
- computer breakdown (for up to £5000)
- restrictions imposed upon the premises
- murder or suicide at the premises

Cover is also available on a flexible first loss basis.

No excess applies to this section.

### **Money and Personal Assault (automatically included if Property Damage section is operative)**

Covers loss of money for fixed limits up to a maximum of £250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £5000 for negotiable money depending on the nature of the loss.

Cover is subject to a £250 excess.

If you, members of your family or employees or members of their family are injured during a robbery or attempted robbery we will pay you either £10,000 or £100 per week for 104 weeks depending on the nature of their injury.

### **Damage to Portable Property (optional)**

Covers loss of your portable equipment (e.g. laptops, mobile phones, cameras etc) on a worldwide basis against accidental damage on a reinstatement basis (i.e. 'new for old').

Cover is subject to a £250 excess.

### **Fidelity (optional)**

Covers you for:

Loss of money or goods arising from the dishonest or fraudulent acts of employees.

The limit applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

### **Cyber and data risks (optional)**

Covers you for:

#### **Data loss**

Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach\* to

- contain, recover and assess the data breach
- comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
- comply with any UK requirements to notify third parties (or employees) of any data breach (and, where there is no such requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)

#### **Data liability**

Covers your legal liability for damages and costs following a data breach.

#### **Cyber loss**

Covers costs reasonably incurred by you to restore, replace, rebuild or reinstate your computers following a hacking incident or denial of service attack that are specifically targeted at you

- to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you.

#### **Cyber liability**

Covers your legal liability for damages and costs following

- your negligent transmission of a computer virus
- a hacking incident or denial of service attack that are specifically targeted at you
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums

#### **Network interruption**

Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack that are specifically targeted at you.

Claims against you must be brought within the UK.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

*\* N.B. under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data may reside or be held anywhere.*



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Principal extensions under this section include:

- costs incurred with our agreement in using public relations specialist to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack that is specifically targeted at you or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines - legal costs incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office - any fines levied against you due to a breach of the PCI Data Security Standard following a hacking incident or denial of service attack that is specifically targeted at you (maximum £100,000 or the indemnity limit whichever is the least)

### Principal Exclusions

#### All Insuring Clauses

- fines and penalties
- claims involving mould
- sanctions

#### Professional Liability

- claims resulting from ownership of land, buildings or vehicles or craft
- certain dishonest and malicious acts
- responsibility for the acts of other parties in any consortia and joint ventures
- circumstances known at inception
- pollution
- bodily injury/property damage (other than loss of documents) unless resulting from the provision of media activities
- claims made by anyone having a financial interest in your business
- trading losses
- asbestos
- patent
- e-mail social media
- pornography or obscene matter
- infrastructure failure
- late delivery
- commercial disputes
- competitions

#### Public Liability/Products Liability

- damage to your property
- professional advice etc given for a fee or where a fee would normally be charged
- pollution
- asbestos
- responsibility for the acts of other parties in any consortia or joint ventures
- certain contractual liabilities

#### Directors and officers liability

- employment disputes (but only if the company is an unincorporated body or if the Employment Law Protection section is operative)
- admitted or proven dishonest, fraudulent or malicious conduct\*
- pollution\* (other than in respect of environmental proceedings)
- bodily injury/property damage\*
- acting as a trustee of a pension scheme

- claims following your takeover or merger
- professional duties to third parties\*
- any claims made against you:
  - by an associated company\*
  - by the company or your fellow directors and officers in the USA\*

However we will pay your legal costs and expenses in defending the claim.

*\*N.B. exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the company's share capital.*

#### Entity defence

- crises occurring, identify fraud discovered, investigations or proceedings instigated, claims or appeals made subsequent to your takeover or merger.
- breach of contract:
  - where the entity (or its parent or ultimate holding company) is a 'quango' or where the government/government agency is a major shareholder
  - infringement of copyright, patent etc or any other intellectual property rights
  - breach of secrecy or confidentiality agreements
  - involving an Employment Wrongful Act
  - licence or franchise agreements
  - involving ownership, use etc of motor, vehicles, aircraft, watercraft, land or buildings
  - tenancy or letting of property
  - insurance contracts
  - modified or bespoke software/hardware systems
  - amounts less than £5000
- taxation:
  - aspect enquiries
  - tax avoidance schemes
  - failure to register for VAT
  - tax investigations by Special Civil Investigations or Civil Investigation of Fraud Units of HM Revenue & Customs
- alleged dishonesty or alleged criminal offences
- judicial reviews

#### Employment law protection

- your dishonest or fraudulent conduct
- your wanton, willful, reckless or intentional disregard of employment legislation
- where you voluntarily assume liability\*
- disputes following your takeover, merger or liquidation
- your failure to adapt premises or working methods to meet the needs of a disabled person
- remuneration, redundancy and benefits you have a legal obligation to pay
- cost of compliance with any injunctive or non-pecuniary relief
- disputes between assureds

*\*N.B. This does not refer to your obligations under the TUPE regulations as these are not voluntarily assumed.*

#### Property Damage

- wear and tear, electrical/mechanical breakdown etc.
- pollution
- damage to flat roofs if more than 10 years old and/or not adequately maintained

#### Business Interruption

- deliberate acts of supply undertakings



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- failure of electricity, gas, water or telecommunications where the cessation of supply is less than 24 hours

### Money and Personal Assault

- loss from gaming or vending machines etc
- loss from unattended vehicles
- injury etc to anyone under 16 or over 70 years of age

### Damage to Portable Property

- wear and tear, electrical/mechanical breakdown etc
- loss from unattended vehicle unless concealed in locked boot, all security devices operative and force used to gain entry

### Fidelity

- unexplained shortages
- certain dishonest and malicious acts

### Cyber and data risks

- betterment
- certain dishonest and malicious acts
- contractual liability
- responsibility for the acts of other parties in any consortia or joint ventures
- circumstances known at inception
- claims made against you by anyone having a financial interest in your business
- trading losses (other than under network interruption)
- infringement of patent
- electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- insufficient IT infrastructure capacity
- use of unproven or illegal software

## Principal Conditions

### All Insuring Clauses

- **immediate claims notification**
- **immediate notification of early conciliation**
- claims notification and handling requirements
- subrogation rights
- consequences of fraudulent claims
- contract of insurance subject to English or Scottish law (as appropriate)
- all equipment to be calibrated and/or maintained in accordance with manufacturers recommendations

### Directors and officers liability

- waiving of our rights following your unintentional non-disclosure or misrepresentation
- cancellation instructions to be sanctioned by all directors and officers
- any public or private offering of your shares to be advised by us
- severability

### Employment law protection

- use of the Markel Employer Helpline in relation to TUPE
- **immediate notification of early conciliation**

### Property Damage

- security - specified (locking) requirements for final exit door, other external / or internal communicating doors and fire exit doors

### Money and Personal Assault

- transit of money above £2500 to be escorted by at least 2 responsible able-bodied adults

### Cyber and data risks

- all rights and remedies to be maintained against service providers, designers, consultants or contractors

## Average

Conditions of average apply to the Property Damage, Specified All Risks and Business Interruption sections. In the event of under insurance the amount we pay will be reduced accordingly.

This factsheet is not a policy document and contains only general descriptions.  
Policyholders must refer to the actual policy issued for the binding terms, conditions and exclusions of cover.

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