



Professional indemnity for multimedia companies

including television and radio broadcasters; book, news, magazine, and trade press publishers; online broadcasters and publishers; distributors; content libraries.

Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Additional insured	Any third party including but not limited to any printer, distributor, purchaser, exhibitor or licensee, that distributes, prints, disseminates, displays or broadcasts your media content, including but not limited to any films, music, television programmes, books, magazines, or newspapers falling within your business activity .
Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity, or promotion in or of those of your products or services that fall within your business activity , including online.
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly falls within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activity . You and your sub-contractors and self-employed freelancers will not be treated as employees under this section.
Loss	Any financial harm caused to your business .
Media content	Any content disseminated, published or broadcast by you to the general public for the purposes of information or entertainment, or which is intended by you to be so disseminated, published or broadcast.
Medium	Any form or method of communication, including: <ol style="list-style-type: none">1. linear, digital, satellite, radio, cable, online, social, podcast, on demand, webcast, or streaming; and2. print, electronic or audio formatting.
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Potential claim	Anything likely to lead to a claim covered under this section.



Retroactive date	The date stated as the retroactive date in the schedule. For any subsidiary acquired by you during the period of insurance the retroactive date will be the date of acquisition.
Social engineering communication	Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.
Subsidiary(ies)	<p>An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:</p> <ol style="list-style-type: none">1. that has been identified in your proposal for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the period of insurance; or2. which you acquire during the period of insurance where the acquired entity's turnover for the 12-month period leading up to the date of acquisition is:<ol style="list-style-type: none">a. less than 20% of your turnover; andb. is not more than £5,000,000,and the acquired entity's business activity is the same as yours.
You/your	<p>Also includes:</p> <ol style="list-style-type: none">1. any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; and2. any subsidiary, including any person who was, is or during the period of insurance becomes the partner, director, trustee or in-house counsel of any subsidiary or any senior manager in actual control of its operations.

What is covered

	A.
Claims against you	If during the period of insurance , and as a result of your business activity in any medium other than advertising or branding on or after the retroactive date within the geographical limits , any party brings a claim against you for any actual or alleged:
Intellectual property infringement	<ol style="list-style-type: none">1. intellectual property infringement (but not any patent infringement or trade secret misappropriation), including but not limited to:<ol style="list-style-type: none">a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;b. cyber-squatting violations;c. any act of passing-off; ord. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;
Negligence	<ol style="list-style-type: none">2. <ol style="list-style-type: none">a. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent publication, negligent broadcast, negligent misstatement, negligent misrepresentation but only if such claim arises out of media content; orb. negligent loss of or physical damage to any third-party tangible document for which you are responsible;
Breach of confidentiality	<ol style="list-style-type: none">3. breach of any duty of confidence or invasion of privacy including but not limited to false light, intrusion upon a person's seclusion, public disclosure of a person's private information, misappropriation of a person's picture, name, voice or identity for commercial gain but only if such claim arises solely out of any media content;
Defamation	<ol style="list-style-type: none">4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;
Dishonesty	<ol style="list-style-type: none">5. dishonesty of employees, sub-contractors or self-employed freelancers directly contracted to you or under your supervision;



Plagiarism	6. plagiarism or breach of an implied-in-fact or implied-in-law contract based on your use of a third-party's creative idea;
Correct attribution	7. failure to give credit or correct attribution of authorship in accordance with any agreement to which you are a bound signatory;
Breach of licence	8. breach of a licence you have acquired to use a third party's trademark and/or copyrighted material, but only to the extent your use inadvertently exceeds express limitations in the licence regarding the territory, duration, or media in which the material may be used and only if such breach is asserted in conjunction with and based on the same factual allegations as a claim for intellectual property infringement in 1. above; or
Civil liability	9. any other civil liability; unless excluded under What is not covered below, we will pay the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a claim or the amount to satisfy a judgment or arbitration award against you including any judgment or award ordering the payment of claimant's lawyers' fees and costs. We will also pay defence costs , but we will not pay costs for any part of a claim not covered by this section.
Sub-contractors or self-employed freelancers	We will indemnify you against any claim falling within the scope of What is covered , A. Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or self-employed freelancer.
Payments toward claims against additional insureds	Subject to your written request following your review of a claim against an additional insured as defined in this section, if a claim is made against an additional insured that directly and solely arises from any media content created by you or on your behalf, we will defend the additional insured as if it were you , but only if you contracted in writing to indemnify the additional insured for such claim prior to it first being made against it. The only payments we will make toward a claim against an additional insured are payments to which you would be entitled under this section of the policy if the same claim had been made against you . We will not make any payment for any claim or part of a claim against an additional insured that: <ol style="list-style-type: none">1. arises out of any matter that prior to the first day of the period of insurance (or if this policy is a renewal then prior to the first date of the first policy issued to you by us and from which the current policy forms an unbroken chain of successive policies issued to you by us), you knew or reasonably ought to have known would be likely to lead to a claim against you or the additional insured;2. relates in whole or in part from an additional insured's admission of liability in a proceeding or otherwise;3. relates in whole or in part from an additional insured's refusal to co-operate with the defence of a claim; or4. arises out of any material or content created by an additional insured or any act error or omission committed by the additional insured. However, we will not refuse cover for payments toward a claim against an additional insured due to any failure by you to comply with Your obligations . If a problem arises, where the failure is solely attributable to the additional insured's failure to notify you as soon as practicable of the claim.
Payments toward claims against your employees, sub-contractors or self-employed freelancers	Subject to your written request following your review of a claim against an employee, your sub-contractor or self-employed freelancer, if a claim is made against such a party that directly and solely arises from any business activity performed by you or on your behalf, including any business activity performed on such party's social media pages, we will defend the employee, sub-contractor or self-employed freelancer as if it were you , if you request us to do so. The only payments we will make toward a claim against such party are payments to which you would be entitled under this section of the policy if the same claim had been made against you . We will not make any payment for any claim or part of a claim against any party that: <ol style="list-style-type: none">1. arises out of any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation claim), or any knowing or wilful violation of a law, whether committed by the employee, sub-contractor or self-employed freelancer or committed by another whose conduct or violation of

the law the **employee**, sub-contractor or self-employed freelancer ratified or actively condoned, or any act such party knew, at the time he or she performed it, would give rise to a claim.

However, this exclusion will not apply unless:

- a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;
 - b. such conduct or wilful violation of the law has been established by such party's admission in a proceeding or otherwise; or
 - c. **you** or **we** discover evidence of such conduct or wilful violation of the law, at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire claim shall cease;
2. arises out of any matter that prior to the first day of the **period of insurance** (or if this **policy** is a renewal then prior to the first date of the first policy issued to **you** by **us** and from which the current **policy** forms an unbroken chain of successive policies issued to **you** by **us**), **you** knew or reasonably ought to have known would be likely to lead to a **claim** against **you** or the **employee**, sub-contractor or self-employed freelancer;
 3. relates in whole or in part from the **employee's**, sub-contractor's or self-employed freelancer's admission of liability in a proceeding or otherwise; or
 4. relates in whole or in part from an **employee's**, sub-contractor's or self-employed freelancer's refusal to co-operate with the defence of a claim.

However, **we** will not refuse cover for payments toward a claim against **your employee**, sub-contractor or self-employed freelancer due to any failure by **you** to comply with **Your obligations**. If a problem arises, where the failure is solely attributable to such party's failure to notify **you** as soon as practicable of the claim.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim**, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

We will also pay **defence costs** but **we** will not pay costs for any part of a **claim** not covered by this section.

Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written consent in restoring or replacing it.

Subpoena costs

We will pay any reasonable legal costs incurred by **you** to quash or challenge the scope of any order of a court of England or Wales ordering **you** to disclose or produce any information or material gathered, acquired, collected, created or compiled by **you** for the purposes of the creation, production or dissemination of content in the performance of **your business activity**.

Withdrawal costs

If **you** have to withdraw and destroy **your** publication as a result of a civil court order, **we** will pay the reasonable costs incurred with **our** prior written agreement in withdrawing and destroying that publication.

Your declaratory relief actions

If a third party alleges in writing during the **period of insurance** that **you** have committed copyright or trademark infringement in the performance of **your business activity** after the **retroactive date**, **we** will pay the reasonable legal costs incurred by **you** exceeding the amount of the **excess** that **you** incur to prosecute your own declaratory relief action.

If, after such allegations are made and after you have filed a declaratory relief action directly in response to those allegations, the third-party files a counterclaim against you alleging copyright or trademark infringement, **we** will cover **you** in respect of such counterclaim if it would be covered under the terms of this section had the same allegations been brought against **you** as a separate **claim**.

Additional cover

Joint ventures

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought against **you** during the **period of insurance** as a result of a **business activity** undertaken on **your** behalf by a:

1. person, or group of people;
2. joint venture; or
3. consortium;

where 1., 2. or 3. are carrying out such **business activities** for the purpose of profit-sharing.

We will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay or the applicable limit of indemnity, whichever is the lesser.

Court attendance compensation

If any person within the definition of **you**, or any **employee**, has to attend court as a witness in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in the schedule.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:

Contractual liability

1. any liability under contract.

However, this exclusion does not apply to any covered **claim** under:

- a. **What is covered, Claims against you**, Breach of licence;
- b. **What is covered, Claims against you**, Payments toward claims against additional insureds; or
- c. **What is covered, Claims against you**, Payments toward claims against your employees, sub-contractors or self-employed freelancers.

Legal and financial advice

2. any:

- a. reserved legal activity provided by or carried out by **you**, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction; or
- b. any activity regulated by the Financial Conduct Authority, the Prudential Regulation Authority or any other similar or successor regulatory bodies.

Injury

3. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone.

However this exclusion does not apply to any part of any **claim** seeking damages for mental anguish or distress where such damages solely and directly arise from a covered **claim** for defamation, breach of privacy, negligent publication or negligent broadcast that is based upon or arising out of **media content** resulting from your **business activity**.

Property damage

4. loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

However this exclusion does not apply to any **loss** directly arising from any tangible document of **yours** which is necessary for the performance of **your business activity** and which is physically lost, damaged or destroyed while in **your** possession.



Non-fiat / virtual currency	<p>5. any purchase, use or development of blockchain or any other distributed ledger technology, including but not limited to any:</p> <ul style="list-style-type: none">a. any non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;b. any currency which is, itself, based on or utilises blockchain or any other distributed ledger technology;c. any initial coin offering or any other form of fundraising in respect of any new currency; ord. smart contracts or non-fungible tokens.
Unfair competition	<p>6. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.</p>
Government investigation/enforcement	<p>7. any governmental enforcement of any legislation, regulation or order from any regulatory authority.</p> <p>However, this exclusion shall not apply to any otherwise covered claim from a national, local, federal, state or foreign government, agency or entity that is a client and has asserted the claim in its capacity as a client and not in its official governmental capacity.</p>
Patent/trade secret	<p>8. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.</p>
Infrastructure interruption	<p>9. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider including but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.</p>
Stocks, accounts, taxation and fiduciary	<p>10. any:</p> <ul style="list-style-type: none">a. liability or breach or alleged breach of any duty or obligation owed by you regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;b. liability or breach or alleged breach of any duty or obligation owed by you regarding any statement or representation (express or implied) contained in your accounts, reports or financial statements, or concerning your financial viability;c. breach or alleged breach of any taxation law or regulation; ord. breach of any fiduciary duty owed by you.
Pension and employee benefit schemes	<p>11. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.</p>
Sweepstakes, gambling or lotteries	<p>12. your provision of any sweepstakes, gambling activities or lotteries.</p>
Land, animals and vehicles	<p>13. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.</p> <p>However, this exclusion will not apply to a covered claim for breach of privacy based upon or arising out of media content resulting from your business activity.</p>
Employees	<p>14. anyone's employment with you or any breach of an obligation owed by you as an employer.</p>
Discrimination	<p>15. any discrimination, victimisation, harassment or unfair treatment.</p>



- Disability discrimination 16. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability.
- Insolvency 17. **your** insolvency or the insolvency of **your** suppliers.
- Directors and officers' liability 18. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any:
a. allegation of insider trading;
b. breach of any duty of corporate loyalty;
c. liability for any statement, representation or information concerning **you** or **your business** contained in **your** accounts, reports, financial statements, or **your advertising or branding**.
- Personal liability 19. any personal liability incurred by any director, officer, trustee, or board member of **yours** when acting in that capacity or managing **your business** other than when performing a **business activity** for a **client** or **advertising or branding**.
- Dishonest or criminal conduct 20. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation **claim**), or any knowing or wilful violation of a law, whether committed by **you** or committed by another whose conduct or violation of the law **you** have ratified or actively condoned, or any act **you** knew, at the time **you** performed it, would give rise to a **claim** or **loss**.
However, this exclusion will not apply unless:
a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or
b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
c. **you** or **we** discover evidence of such conduct or wilful violation of the law, at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease.
- Reckless conduct 21. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a defamation **claim**.
- Organised crime 22. any:
a. violation or alleged violation of the responsibilities, obligations, or duties imposed by any racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Organizations Act (RICO) and all amendments to this Act or any rules or regulations promulgated under it; or
b. collusion, extortion, or threatened violence.
- Pre-existing problems 23. anything, including any **potential claim** or any actual or alleged shortcoming in **your** work, likely to lead to a **claim** or **loss**, which **you** knew or ought reasonably to have known about before the commencement of the **period of insurance**.
- War, terrorism, civil commotion and nuclear 24. or contributed to by, resulting from or in connection with any:
a. **war**;
b. **civil commotion**, strikes or industrial action;
c. **terrorism**;
d. **nuclear risks**;
e. fear or threat of 24.a. to 24.d. above; or
f. any action taken in controlling preventing, suppressing, responding or in any way relating to 24.a. to 24.e. above.



If there is any dispute between **you** and **us** over the application of clause 24.a. or 24.b. above, it will be for **you** to show that the clause does not apply.

- Payment owed under licence 25. any payment owed to a licensor under a licence.
- However, this exclusion does not apply to a **claim** for breach of any copyright or infringement of a trademark, which results in a damage award that is measured by the amount a claimant would have received had **you** paid for a licence to use the claimant's infringed work or mark.
- Product liability 26. **your** supply, manufacture, sale, installation or maintenance of any product.
- Social engineering 27. or contributed to by, resulting from or in connection with any **social engineering communication**.
- Cyber incidents 28. or contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
 - b. **hacker**;
 - c. any fear or threat of 28.a. to 28.b. above; or
 - d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 28.a. to 28.c. above.
- However this does not apply to any **claim** made against **you** which is otherwise covered by **What is covered**, A. 4.
- Computer or digital technology error 29. or contributed to by, resulting from or in connection with any **computer or digital technology error**.
- Asbestos or pollution 30. **asbestos risks** or **pollution**.
- Trademarks and false advertising 31. any actual or alleged:
- a. act of passing-off, unauthorised use of another's trademark, name or logo; or
 - b. false or misleading advertising
- in relation to **your advertising or branding**.
- Opioids 32. opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.
- Personal data claims 33. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.
- However, this exclusion will not apply to any otherwise covered **claim** or part of a **claim** for any actual or alleged breach of any duty of confidentiality or invasion of privacy, false light, intrusion upon a person's seclusion or misappropriation of a person's picture, name, voice or identity for commercial gain where such **claim** or part of a **claim** arises solely out of any **media content** resulting from **your business activities**, provided that, notwithstanding the foregoing, **we** will not in any event make any payment under this **policy** where such **claim** or part of a **claim** or **loss** arises from any actual or alleged breach of the security of or other custodial obligations concerning **personal data** in **your** care, custody or control.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company; however, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activity**.
- Claims by current and former employees 2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or self-employed freelancers.
- However, this exclusion will not apply to any part of any **claim**:

	<ul style="list-style-type: none"> a. solely based on business activity performed when such person or entity was not working for you; b. based on a liability to an independent third-party directly arising out of the performance of your business activity; or c. from an employee, sub-contractor or self-employed freelancer that is brought entirely independently of that party's position as your employee, sub-contractor or self-employed freelancer.
Punitive and exemplary damages	3. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered.
Fines and penalties	4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign governmental body or by the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or any other similar licensing organisation.
Claims outside the applicable courts	5. any claim , including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .
Trading losses	6. any trading loss or trading liability including those arising from the loss of any client , account or business.

How much we will pay

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <ul style="list-style-type: none"> 1. excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or 2. including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.
In the aggregate	<p>If your schedule states that the limit of indemnity applies in the aggregate:</p> <ul style="list-style-type: none"> 1. excluding defence costs; the most we will pay for the total of all potential claims, claims and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim, or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or 2. including all costs; the most we will pay for the total of all potential claims, claims, including their defence costs, and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses, unless limited below or in your schedule.
Overheads and other business costs	Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security, or performing audits.



Excess	<p>You must pay the relevant excess stated in your schedule. The excess will only be eroded by the covered part of the potential claim, claim or loss.</p>
Multiple claims from a single source	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss, all potential claims, claims and losses which arise from:</p> <ol style="list-style-type: none">1. the same original cause, a single source or a repeated or continuing problem in your work; or2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs; <p>will be treated as a single claim, loss or potential claim. You will pay a single excess and we will pay a maximum of a single limit of indemnity for these related potential claims, claims and losses. All of the notifications which are related will be considered as having been made on the date of the first notification to us.</p>
Paying out the limit of indemnity	<p>At any stage of a claim we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs.</p>
Claims and losses under more than one cover	<p>If the same claim or loss is insured under more than one cover under What is covered above, we shall only make payment for that claim or loss under one of the covers, being the cover that is most advantageous for you.</p>
Refusal to reveal a source	<p>The right to payments under this section shall not be prejudiced by your refusal to reveal the identity of a confidential, newsgathering source.</p>
Costs	<p>The most we will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all such costs and compensation under:</p>
Subpoena costs	<ol style="list-style-type: none">1. What is covered, Your own losses, Subpoena costs;
Withdrawal costs	<ol style="list-style-type: none">2. What is covered, Your own losses, Withdrawal costs; and
Your declaratory relief actions	<ol style="list-style-type: none">3. What is covered, Your own losses, Your declaratory relief actions.
Special limits	
Dishonesty	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss, the most we will pay for the dishonesty of your partners, directors, employees, sub-contractors or outsources is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all potential claims, claims, including their defence costs, and losses made against you.</p>

Your obligations

If a problem arises	<ol style="list-style-type: none">1. We will not make any payment under this section unless you notify us of:<ol style="list-style-type: none">a. any claim made against you or any loss as soon as practicable and within the period of insurance or at the latest within 14 days at the end of that period of insurance for any claim or loss you first became aware of in the seven days before expiry;b. potential claims under this section, such notification must be as soon as practicable and within the period of insurance or at the latest within 14 days after the end of that period of insurance, and must to the fullest extent possible identify the particulars of the potential claim, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the potential claim that we reasonably request. If such a potential claim notification is made to us then we will treat any claim arising from the same particulars as that notification as if it had first been made against you on the date you properly notified us of it as a potential claim, even if that claim is first made against you after the period of insurance has expired;c. your discovery, or the existence of reasonable grounds for your suspicion, that any employee or sub-contractor or outsourcer has acted dishonestly, as soon as reasonably practicable.
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If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims or losses** that **you** became aware of within the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** within a maximum period of 60 days after the expiry of this **period of insurance**.

2. **You** must:
 - a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
 - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
 - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any **claim** or any part of a **claim**.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the **claim**.

Partially covered claims

If a **claim** is made which:

1. is not wholly covered by this section; or
2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** and covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:



Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.