



**HUDSON**  
INSURANCE GROUP®

# HUDSON PROFESSIONAL LIABILITY

## MEDIA LIABILITY FACT SHEET

### THE |Disseminator<sup>SM</sup> content liability

#### Protection for

- Error, omission or negligent act
- Breach of or failure to maintain confidentiality or protect a confidential source

#### Personal Injury and Privacy

- Defamation, disparagement, libel, slander, failure to portray a person or entity in a represented manner or light, infliction of emotional distress, outrage or outrageous conduct, all arising out of Content
- Invasion, infringement or interference with rights of privacy or publicity
- Wrongful entry or eviction, trespass or other invasion of the right of private occupancy
- Refusal to reveal a confidential source of information, when involving the types of protections listed above
- False arrest, detention, imprisonment, malicious prosecution or mousetrapping

#### Intellectual Property

- Infringement of copyright, plagiarism or misappropriation or unauthorized use of ideas under implied contract
- Infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name
- Piracy, when it directly relates to copyright or trademark infringement
- Misuse of an intellectual property right in content, when it results in infringement of copyright, trademark or service mark

#### Services covered

- Acquisition, investigation, research, development, aggregation and dissemination of Content— Content includes data, digital code, images, mask works, scents, sounds, tastes, text and textures
- Activities performed on Insured's website
- Insured's own advertising of covered services
- Option to write additional services directly into the policy form

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*(fact sheet, page 2 of 2)*

**Policy Features**

- Aggregate Limit up to \$10 Million Primary or \$10 Million Excess
- Occurrence or Claims Made form
- Universal coverage territory
- Claim Expense Within the Limits or Outside the Limits
- Punitive and exemplary damages coverage, where insurable
- Coverage for subsidiaries, with more than 50% ownership interest
- Automatic coverage for new subsidiaries, subject to notice and approval
- Coverage for specified independent contractors

The information contained in this brochure is for general information only and shall not modify the terms of any insurance policy. Business is written on an admitted basis through Hudson Insurance Company and on a non-admitted basis through Hudson Specialty Insurance Company and Hudson Excess Insurance Company.



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# HUDSON PROFESSIONAL LIABILITY

## MEDIA LIABILITY CHECKLIST

### THE |Disseminator<sup>SM</sup> content liability

Us    Others

#### Third-Party Liability

##### E&O in Content Services

- Error, omission or negligent act

##### Confidential Source in Content Services

- Refusal to reveal a confidential source, when involving all personal injury and privacy coverages in basic policy except for false arrest, detention, imprisonment, malicious prosecution or mousetrapping
- Failure to maintain confidentiality of source

##### Intellectual Property in Content Services

- Copyright, trademark, plagiarism, title, slogan, trade name, service mark, service name, trade dress, misappropriation of ideas under implied contract
- Piracy, when it directly relates to copyright or trademark infringement
- Misuse of intellectual property in Content, when it results in the kind of intellectual property offenses listed in this section

##### Personal Injury and Privacy in Content Services

- As a result of Content: defamation, harm to feelings, infliction of emotional distress, trade libel, disparagement or harm to character or reputation, product or service disparagement, outrage or outrageous conduct
- Invasion of privacy, infringement of publicity rights, commercial appropriation of name or likeness, wireless signal interception, eavesdropping
- Wrongful entry or eviction, trespass, other invasion of right of private occupancy
- False arrest, detention, imprisonment, malicious prosecution, mousetrapping
- Optional AI/PI Extension: Personal Injury and Privacy in Insured's business operations (applies to all personal injury and privacy coverages listed above in this section)
- Optional Privacy Extension: Definition of Damages includes a grant for civil fine or civil penalty imposed in a covered privacy regulatory action

(continued next page)

(coverage checklist, page 2 of 3)

Us Others

**Optional Security in Content Services**

- Optional Website Security Extension: Failure to prevent unauthorized access, use, repudiation of access, tampering, introduction of malicious code into data or systems; Failure to prevent identity theft or credit/debit card fraud; Failure to prevent denial or disruption of service-- when any of these take place on Insured's website
- Optional Internet and Technology Security Extension: Failure to prevent unauthorized access, use, repudiation of access, tampering, introduction of malicious code into data or systems; Failure to prevent identity theft or credit/debit card fraud; Failure to prevent denial or disruption of service-- When any of these happen during Insured's internet or technology network activities
- Optional Security Extension: Failure to prevent the theft or loss of an individual person's private data that resides in or on Insured's laptops, devices or other media containing Content

**Optional Privacy Notification and Crisis Management Expenses Extension**

- Supplementary coverage for up to 5% of the policy limit; Not subject to the retention and outside of the basic policy's limit
- Notification to others of a breach of the privacy of their confidential data that was in the Insured's care, custody and control
- The Insured's public relations activities that are solely intended to mitigate a material impact to the Insured arising out of a privacy of security breach substantially publicized by the news media
- Credit monitoring services to affected individual persons during the Policy Period because of a privacy or security Breach
- Re-securing the private data of others in the Insured's care, custody and control within the first 24 hours of the Insured's discovery of a privacy or security breach in order to decrease the duration of exposure
- All expenses above must be reasonable expenses that are extraordinary and beyond Insured's normal expenditures and incurred by the Insured with carrier's prior written consent

**Content Services**

- Acquire, investigate, research, develop, aggregate and disseminate Content
- Activities performed on Insured's website
- Insured's own advertising of covered services
- Optional Security Extension: Storage of private data of individual persons that resides in or on Insured's laptops or devices or Insured's other media containing Content



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(coverage checklist, page 3 of 3)

Us	Others
<b>Optional Bodily Injury and Property Damage Extension</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Bodily injury and property damage resulting from Content
<b>Defense and Settlement</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/> First Named Insured has option to select counsel (for CEWL policies), subject to consent and supervision
<input checked="" type="checkbox"/>	<input type="checkbox"/> Insured cannot settle without carrier's consent; Carrier cannot settle if First Named Insured objects
<input checked="" type="checkbox"/>	<input type="checkbox"/> Punitive damages coverage, where permitted by law
<input checked="" type="checkbox"/>	<input type="checkbox"/> <u>Optional CEOL Extension</u> : Covered Claim Expenses will not reduce the limits of liability
<b>Coverage Territory</b>	
<input checked="" type="checkbox"/>	<input type="checkbox"/> Wrongful Acts anywhere in Universe; Claims anywhere, unless trade sanctions at time of Claim

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