



Reinventing Small Business Insurance™

# Professional Liability Insurance

## A Coverage Summary for Marketing Consultants

We want you to understand the Hiscox Professional Liability coverage. This summary explains the main areas of coverage and those for which your business is and isn't covered.

If you have any questions about your coverage, please contact one of our advisors at 888-202-3007 (Mon-Fri, 8am-10pm EST) or via email at [contactus@hiscoxusa.com](mailto:contactus@hiscoxusa.com).

### This policy does cover

#### **Negligence**

We cover any alleged mistakes in your provision of professional services. This includes failing in your 'duty of care,' giving incorrect advice, making an omission (leaving something out), or failing to deliver your services.

#### **Defense costs**

If you're sued, even if you haven't made a mistake, we will appoint an attorney to defend you, even if the lawsuit is groundless.

#### **Copyright and trademark infringement**

Specifically added for marketing consultants, we offer \$200,000 of coverage for copyright and trademark infringement that results from your professional services.

#### **Services performed in the past**

We cover the services you have performed going back to an agreed – upon date – even if that date is before you were insured with Hiscox – for any unknown claims that may be made against you and reported to us during the policy period. This date, the retroactive date, is printed on the Declarations Page of your policy.

#### **Worldwide insurance coverage**

We cover claims arising from work done anywhere in the world as long as the claim is filed in the United States, its territories, or Canada.

#### **Employees, temporary staff, and independent contractors**

We cover claims arising from services performed by your employees, temporary staff, or independent contractors if those services were performed on behalf of your business.

#### **Claims and damages**

We cover claims for damages, including up to \$250,000 of punitive damages where allowed by law.

#### **Personal injury**

We cover claims of libel and slander as part of your professional services.

#### **Supplemental payments**

We will pay for expenses you reasonably incur as a result of attending arbitration proceedings or trials in the defense of a covered claim. We will pay up to \$5,000.

## This policy does not cover

### **Bodily injury or property damage**

We won't cover damages or claims expenses if you injure someone or damage someone's property. Coverage for these types of risks is included in our General Liability or Business Owners Policy.

### **Employment matters**

We won't cover you for claims alleging improper employment practices, workers' compensation claims, or any employer's liability.

### **Known claims and circumstances**

We won't cover any known circumstance that could result in a claim or any actual claim that you knew about prior to the start of your first Hiscox policy.

### **False advertising**

We won't cover you for false advertising claims.

### **Personally identifiable information**

We won't cover your failure to protect any personally identifiable information that is in your care.

### **Other services**

We won't cover any medical, nursing, insurance broker/agent, legal, actuarial, architectural, or engineering services you perform. We also don't cover any services you perform that are not specified in your policy.

### **Regulatory claims**

We won't cover any claims that are brought by any governmental body or licensing organization, unless it is one of your clients and makes a claim against you in that capacity.

### **Your costs and excluded damages**

We won't cover fines, penalties, and taxes that are levied against you. Hiscox also won't cover the cost of complying with nonmonetary relief, cost overruns, or reduction of your fees.

### **Trade secrets and patents**

We won't cover you for patent infringement or theft of trade secrets.

## Common claims examples

**Protection even if you haven't made a mistake** — You agree to produce a new marketing strategy document for your client. Even though it's not your fault, your client has a different interpretation about the scope of work. When you deliver the final plan, they aren't happy with the content. If your client sues you, even though you delivered what you thought they wanted, we will appoint an attorney to defend you.

**Trademark infringement** — While developing an advertisement for a client, you accidentally use a logo trademarked by another business. Through the provision of your services, you have infringed upon the rights of the other business by using their trademarked logo. If that business decides to sue you for trademark infringement, we will appoint an attorney to defend you, even if the lawsuit is groundless.

**Negligent acts** — You manage a new direct marketing campaign for a client. There is a mistake with the data file and direct mail letters are sent out with errors in the address field. If your client sues you for negligence, we will appoint an attorney to defend you.

Coverage summaries, descriptions, and claims examples are provided for illustrative purposes only and are subject to the applicable policy limits, deductibles, exclusions, terms, and conditions. Not all insurance products and services are available in all states. Hiscox recommends you read the policy documents to learn the full details of coverage.

Underwritten by Hiscox Insurance Company Inc., 233 North Michigan Avenue, Suite 1840, Chicago, IL 60601, as administered by Hiscox Inc., a licensed insurance provider in all states and DC.