



Communications & Media Liability

CYBERFIRST®

In today's world, copyright and trademark infringement can be just a mouse click away. With technology making it easier for creative material to be copied, plagiarized or misappropriated, it's increasingly likely to occur. With businesses becoming ever more vigilant about protecting their property rights, your material could be the subject of infringement or plagiarism claims.

Failing to insure these exposures through a communications and media liability insurance policy means you would pay all defense and settlement costs out of your own pocket. Considering that the average cost to defend a copyright or trademark infringement suit is more than \$250,000, ask yourself this: *Would you be prepared to face this on your own?*

These claim scenarios are hypothetical. Refer to the terms and conditions of the applicable policy and the actual facts of the claim to determine coverage.

Claim Scenario One: You overhaul your website for the online launch of your new product. Your website now contains a new marketing logo for the new product. After seeing your new website, another company files a trademark infringement suit against you, contending your new logo is similar to its own trademarked material. The lawsuit seeks damages, as well as an injunction to stop you from using the trademark.

Claim Scenario Two: You place advertisements on your website and in your direct mailings to announce a new service offered by one of your important partners. The advertising contains material that your partner's competitor claims it owns. The competitor sues you, contending you are liable for damages caused by unauthorized use of the advertising material.

Result: In both scenarios, **CyberFirst** communications and media liability would be there to help because a communications and media wrongful act includes "infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in your covered material" and "unauthorized use of any advertising material, or any slogan or title, of others in the advertising of the business, premises, products, services, work or completed work of others."

Communications and media liability coverage provides broad coverage to protect against claims or suits for damages caused by the unauthorized use of someone else's copyrighted or trademarked intellectual property. It also covers loss caused by the unauthorized use of any advertising material, or any slogan or title, of others, and plagiarism.

CyberFirst is comprised
of five modules.
Build the policy you need to
round out your protection.

Technology
Errors &
Omissions
Liability

Network &
Information
Security
Liability

Communications
& Media
Liability

Employed
Legal
Professional
Liability

Expense
Reimbursement
Coverage



Travelers has been a leading insurer of technology companies for more than 25 years. Our communications and media liability coverage helps protect you in every corner of the globe and at every business stage – from garage to greatness.

You can rest assured that if there's a claim or suit brought against your company for a covered loss, you'll have the support and legal representation you'll need.

Communications and media liability coverage is specifically tailored for today's high-tech companies. It protects your bottom line against damages that you must pay because of economic loss caused by infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in your covered materials; unauthorized use of any advertising material, or any slogan or title, of others in the advertising of the business premises, products, services, work or completed work of others; or plagiarism or unauthorized use of a literary or artistic format, character or performance in your covered material.* Claims and suits for such damages – not covered under a commercial general liability policy – could be catastrophic.

*Coverage for infringement of copyrighted software is available by endorsement to qualifying insureds.

Coverage highlights

- Enterprise-wide coverage
- Worldwide coverage (unless prohibited by law or regulation from doing so)
- An expanded list of insureds that includes:
 - Others you must insure as required by written contracts
 - Your unnamed subsidiaries
 - Your newly acquired or formed organizations
 - Employees, including permanent and temporary workers
 - Independent contractors while performing duties related to your business
- Broad definition of a claim that goes beyond a written demand that seeks damages and also means a written demand to waive or toll a statute of limitations
- Supplemental extended reporting period (SERP) – multiyear options are available
- Regulatory (GDPR)

Policy features

- Duty to defend claims or suits
- Newly formed organizations qualify as named insureds – policyholder's retroactive date applies
- Our broad definition of damages includes punitive damages where insurable by law

The cost to defend any claim, even the most frivolous, can be financially devastating. Have you assessed your exposure to communications and media liability risks and the potential impact to your company? To find out more about any of our **CyberFirst** coverages, contact your independent agent or visit travelers.com/technology.



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