



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
	12:01 a.m. on		

**MEDIA LIABILITY COVERAGE ENDORSEMENT
(INCLUDING ADVERTISING BY THE INSURED AND CONTEXTUAL E&O)**

MEDIA LIABILITY	
Coverage Limit of Insurance	Aggregate
Retention	Each Claim
Retroactive Date	

Information in the above schedule may also appear on the Declarations.

It is agreed that:

A. The following Coverage is added to the policy as a CLAIMS-MADE LIABILITY COVERAGE:

Media Liability

The Insurer will pay on behalf of an **Insured** the **Damages**, in excess of the applicable retention and within the applicable Limit of Insurance, that the **Insured** becomes legally obligated to pay because of a **Claim** alleging a **Media Wrongful Act**.

The Insurer will also pay all **Claim Expense** in excess of the applicable retention in connection with such **Claim**. **Claim Expense** is included within and erodes the applicable Limits of Insurance.

B. The DEFINITIONS section is amended to include the following:

Media Wrongful Act means any of the below acts in the course of publishing communicative or informational content in any form:

1. defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel or injurious falsehood;
2. infliction of emotional distress, outrage or outrageous conduct;
3. invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, eavesdropping or misappropriation of name or likeness;
4. infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract, including allegations of such infringement resulting from breach of the scope of a license to use any of the foregoing intellectual property; provided, however, this paragraph 4 does not include infringement of a software copyright;
5. failure to attribute authorship or provide credit under an agreement to which an **Insured Entity** is a party; or
6. negligent error or omission, misstatement or misrepresentation.

C. In the DEFINITIONS section, the following definitions are amended as follows:

1. Paragraph 1 of **Claim** is replaced with the following:
 1. with respect to coverage under the Security Event Liability Coverage, Media Liability Coverage, Technology Services Professional Liability Coverage and Miscellaneous Professional Liability Coverage,



- a. a written demand, civil proceeding, arbitration, mediation or other alternative dispute resolution proceeding seeking monetary or non-monetary relief and any appeal therefrom; or
- b. a verbal or written request to toll or waive an applicable statute of limitations;

Claim, as defined in this paragraph 1, does not include a **Privacy Regulatory Action** or **PCI-DSS Claim**;

2. Paragraph 1 of **Event** is replaced with the following:

1. with respect to the CLAIMS-MADE LIABILITY COVERAGES, a **Security Event**, **Media Wrongful Act**, **Technology Services Wrongful Act** or **Professional Services Wrongful Act**; and

3. Paragraph 3 of **Insured** is replaced with the following:

3. any **Additional Insured**, but solely with respect to its liability because of an **Insured Entity's Security Event**, **Media Wrongful Act**, **Technology Services Wrongful Act** or **Professional Services Wrongful Act** occurring after becoming an **Additional Insured**.

D. The EXCLUSIONS section is amended to include the following:

- **Media Content**

Claim for a **Media Wrongful Act** based upon or arising out of:

1. content published or posted on any website not owned or operated by an **Insured Entity**, provided, however, this paragraph 1 does not apply to content directly published or posted by the **Insured Entity** on its social media page or under its account on a website not owned or operated by the **Insured Entity**;
2. song writing, music composition, music publishing, music recording, or music production activities or music contained in any content in any form; or
3. ownership or exercise of rights in, or use of or fees associated with, any content or services supplied by any third party in a **Claim** made by such third party, including but not limited to a third party distributor, licensee or sub-licensee, joint venturer or co-venturer (or any of their employees), or by any employee, independent contractor or agent of an **Insured**.

- **Media Regulatory Actions and Media Regulations**

1. **Claim** for a **Media Wrongful Act** brought by:

- a. any federal, state, local or foreign governmental or regulatory agency, including but not limited to the Federal Trade Commission or Federal Communications Commission; or
- b. any music licensing entity, including but not limited to ASCAP, SESAC, BMI, RIAA or Global Music Rights LLC, based upon or arising out of the failure to obtain or maintain required licenses or make royalty payments; or

2. **Claim** for a **Media Wrongful Act** based upon or arising out of any violation of any federal, state, local or foreign law regulating disclosure of information contained in any media lending, rental or sales records, including but not limited to the Video Privacy Protection Act of 1988 and Michigan's Video Rental Privacy Act, or any of their amendments or promulgating regulations.

E. In the EXCLUSIONS section, the following exclusions are amended as follows:

1. The Bodily Injury and Property Damage exclusion is amended to include the following:



Provided further, however, this exclusion does not apply to mental injury or emotional distress resulting from a **Media Wrongful Act** not related to a bodily injury, sickness, disease or death.

2. Paragraph 1 of the False Advertising exclusion is replaced with the following:

1. **Advertising by the Insured**; provided, however, this paragraph 1 does not apply to any act set forth in paragraphs 1 through 4 of the definition of **Media Wrongful Act**;

3. The Intellectual Property exclusion is amended to include the following:

Claim for a **Media Wrongful Act** based upon or arising out of infringement or misappropriation of any software copyright or of any trademark, trade dress, trade secret or patent by an **Insured**.

4. The Services-Related Regulatory Actions exclusion is replaced with the following:

Claim for a **Technology Services Wrongful Act**, **Professional Services Wrongful Act** or **Media Wrongful Act** brought by any federal, state, local or foreign governmental or regulatory agency, including but not limited to the Federal Trade Commission or Federal Communications Commission, provided, however, this exclusion does not apply to an action brought by a governmental or regulatory agency as a client of an **Insured Entity**.

5. The Unfair Competition and Antitrust exclusion is amended to include the following:

Provided further, however, this exclusion does not apply to mental injury or emotional distress resulting from a **Media Wrongful Act** based upon or arising out of unfair or deceptive trade practices or unfair competition.

All other provisions of the policy remain unchanged.