

Newspaper Advantage Policy[®] Checklist

The Newspaper Advantage Policy[®] was designed by First Amendment and intellectual property lawyers with more than 125 years of combined experience in media liability. New technology and emerging media exposures arising from investigative reporting, in particular, have mandated a change in the traditional media liability policy. We think that the Newspaper Advantage Policy[®], backed by the most experienced underwriters and claims staff in the country, provides the best coverage and service for newspaper publishers – but you decide for yourself. Check to see that your policy:

- Provides coverage for open perils – the limited named peril policy simply cannot keep up with creative plaintiffs’ attorneys nor adequately respond to the ramblings of pro se litigants;
- Provides coverage for contempt actions if the underlying act was approved by the insured’s counsel;
- Does not contain a “buy-out” or “hammer” clause;
- Provides coverage for deceptive trade practices and fraud - if the underlying act was approved by counsel or authorized supervisor;
- Provides coverage under certain circumstances for claims made against the Insured by employees;
- Does not exclude coverage for violation of criminal statutes if the underlying act was approved by counsel;
- The insured is empowered with the sole editorial discretion in deciding whether to correct or retract media content, to protect the identity of a confidential source or to extend insurance coverage to an uninsured independent contractor;
- Provides coverage for liability assumed under contract, which extends coverage to third parties, such as printers, distributors or advertisers, who utilize media content furnished by the Insured;

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- Provides liability limits up to \$10,000,000;
- Provides coverage for breach of oral agreement or confidentiality arising from the failure to maintain the confidentiality of a source or materials furnished by a source;
- Provides coverage for the failure to portray a source or subject in a certain manner or light;
- Provides coverage for contextual errors and omissions at no additional cost;
- Provides coverage on an occurrence basis;
- Provides defense coverage for injunctions;
- Provides coverage for expenses incurred in responding to a correction or retraction request;
- Provides coverage for the Insured's Internet activities, such as blogging;
- Provides coverage for editorial decisions to deny or limit access to scheduled publications – in other words, there need not be a publication for coverage to attach;
- Provides coverage for negligent supervision of an employee;
- Provides coverage for claims arising from newsgathering activities – there need not be a publication of “matter” for coverage to attach;
- Makes available coverage for defense costs in addition to the policy limits;
- Provides coverage for covered claims that arise anywhere in the world;

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- Provides a number of coverage endorsements to extend coverage even further, including but not limited to:
 - Broad Form Errors and Omissions – provides coverage for bodily injury and property damage arising from the content of scheduled newspapers;
 - First Amendment Advantage Endorsement – provides coverage for responding to a First Amendment restraint, such as a seizure of the insured's property or a government action restricting media access to proceedings, meetings and other information.
 - Subpoena Defense Coverage – provides coverage for legal expense incurred in answering, objecting or otherwise responding to a subpoena;
 - Professional Services Endorsement – provides coverage for scheduled ancillary professional services of the insured, such as web site development for third-party advertisers.
 - Newsgathering Prior Acts Endorsement – provides coverage for newsgathering committed prior to the policy inception date.
 - Commercial Printing Coverage Endorsement - provides coverage for the printing operations of the Insured for third parties.

Please refer to the actual policy for exact coverage descriptions; exclusions and deductibles may apply. Coverages are subject to policy terms and conditions and may not be available in all states.