

More content, more risk: Addressing the personal injury coverage gap

Angela Weaver • March 28, 2024

In our increasingly online world, the ease with which anyone, regardless of expertise, can publish articles, podcasts and videos, creates new risks for content creators and publishers, particularly the risk of being held liable for another's reliance on their content, potentially regardless of whether they intended for their audience to rely on it. Indeed, even information merely perceived as advice that results in injury; bodily, financial or otherwise, can expose a content creator or publisher to legal peril.

Consider a wellness publication that endorses a particular health practice—perhaps there is a strong scientific consensus as to the practice's efficacy, perhaps there is not—and a consumer is injured while partaking in the practice. If the consumer decides to sue the publication and is successful, any injuries for which the publication is found liable might not be covered under standard general liability policies, or even many media liability policies.

Unfortunately, most content creators and publishers don't have easy access to advisors who can steer them clear of such risks. This is why specialised media liability insurance is so important.

Looking beyond general liability

Traditionally, physical injury risk is associated with general liability coverage (known as "public liability" in the UK). However, many general liability carriers will not cover claims stemming from an insured's professional advice or published work.

This gap in coverage is due to the unique challenges posed by media liabilities and is a potentially major source of financial and legal risk for businesses and individuals. Finding out that a general liability policy, or even an existing media liability policy, does not provide cover for harm

stemming from published content, online or elsewhere, can come as an unwelcome surprise for clients.

Addressing the coverage gap

As content creators and publishers forge ahead in the digital era, the importance of specialised media liability coverage is becoming increasingly apparent. There are several advantages to such coverage. First, specialised media liability policies can often be tailored to suit the needs of each client. They often include covers that go beyond traditional media policies (e.g., defamation, privacy and intellectual property infringement), and include negligence and breach of contract. For example, a negligent breach of contract in the performance of client services, or breach of copyright brought via a contractual indemnity in the supply of content. Most importantly, specialised media liability coverage can provide cover for injuries stemming from reliance on published content, helping to address the coverage gap discussed above. By anticipating evolving media and publishing risks, clients can rest easy, knowing that a specialised media liability insurance policy helps address their unique risks.

For more information on how our Media Liability offering bridges the widening gap between evolving risks and traditional general liability coverage, visit our website: [Media & Entertainment](#).



Angela Weaver

Focus Group Leader - Media & Entertainment

Disclaimer

The information set forth in this document is intended as general risk management information. It is made available with the understanding that Beazley does not render legal services or advice. It should not be construed or relied upon as legal advice and is not intended as a substitute for consultation with counsel. Although reasonable care has been taken in preparing the information set forth in this document, Beazley accepts no responsibility for any errors it may contain or for any losses allegedly attributable to this information. The product referenced in this document is only available in the US on a surplus lines basis, through either licensed surplus lines brokers underwritten by Beazley syndicates at Lloyd's or Beazley Excess and Surplus Insurance, Inc. The exact coverage afforded by the product is governed by the terms and conditions of each policy issued. This document is not intended as a solicitation for the purchase of insurance on any US risk. Beazley USA Services, Inc. is licensed and regulated by insurance regulatory authorities in the respective states of the US and transacts business in the State of California as Beazley Insurance Services (License#: 0G55497).

