## **The Nationally Endorsed**

PROFESSIONAL LIABILITY PROGRAM

## Accountants Professional Liability Plan Coverage Highlight Checklist

Does Your E&O Policy:	Policy Features	Our Policy	Their Policy
Provide pre-claims assistance for potential claims at no cost?	Pre-Claim Assistance* – Covers expenses associated with the evaluation and mitigation of a potential claim. The limit of liability or the deductible do not apply to pre-claim expenses.	<b>√</b>	
Cover network and information security offenses?	Network and Information Security Offense Coverage* – Covers claims for the transmission of a computer virus; claims for the failure to control access to the insured's computer or network; and the failure to prevent unauthorized access to, or use of, data containing confidential information of others.	<b>√</b>	
Have a broad definition of covered services?	<b>Broad Professional Services Definition*</b> – Definition includes accountant or accounting consultant, investment advisor, enrolled agent, personal fiduciary, and arbitrator/mediator.	<b>√</b>	
Provide expense reimbursement in case of a crisis event?	Crisis Event Expense Reimbursement* — Reimburses costs of consulting services of a public relations firm incurred in response to a crisis event that has had a material adverse impact on the named insured's reputation. A crisis event includes the death or departure of principal, potential dissolution of the named insured, workplace violence, or other event that has a material adverse effect on the named insured's reputation. Limits are \$10,000/\$30,000. All payments are outside of the limit and no deductible applies.	<b>√</b>	
Allow a 50 percent deductible credit if a claim resolved by mediation?	Mediation Deductible Credit* — Reduces the deductible by 50 percent if the insured agrees to a final settlement of a claim during or within 30 days following voluntary mediation (subject to a maximum reduction of \$25,000).	<b>√</b>	
Reimburse your legal expenses for disciplinary or regulatory proceedings?	Disciplinary and Regulatory Proceeding Expense Reimbursement * — Reimburses insured for expenses incurred that result from a disciplinary or regulatory proceeding. Limits are \$25,000/\$50,000. All payments are outside of the limit and no deductible applies.	<b>√</b>	
Include an enhanced 50 percent settlement provision?	Enhanced Settlement Clause* – Softened "settlement clause" provides for 50 percent sharing of amounts incurred after a rejected settlement opportunity.	<b>√</b>	
Limit coverage for claims knowledge to "principal insureds" only?	Limited Claims Knowledge* – Knowledge of claim or circumstance limitation only applies if a "principal insured" had knowledge on initial knowledge date specified on Declarations.	<b>√</b>	
Provide Personal Fiduciary Coverage?	<b>Personal Fiduciary Coverage*</b> – Extension of coverage to insureds who are an executor, administrator, or representative of an estate.	✓	

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Does Your E&O Policy:	Policy Features	Our Policy	Their Policy
Include coverage for trustee services to an individual or family trust?	Long Trustee Coverage* — Extension of coverage to insureds while acting as trustee of an individual, family or charitable trust.	$\checkmark$	
Limit the Outside Interests exclusion to audit and review services?	Limited Client Equity or Management Position Coverage*  — No exclusion applies to management positions or client equity for non-audit and review clients, and up to 10 percent equity for audit and review clients.	<b>√</b>	
Allow coverage for claims made and reported up to 60 days after termination?	Automatic ERP* — If coverage is terminated and not replaced, an automatic extension of coverage will apply for claims made during the 60 day period after termination if the claim arises from a wrongful act committed prior to the termination date. Claim must be reported during the 60 day period.	<b>√</b>	
Provide coverage for your role as an Investment Advisor?	Investment Advisor Coverage* – Extension of coverage to insureds that provide financial, economic or investment advice, including personal financial planning and investment management.	$\checkmark$	
Reimburse your reasonable costs or loss of earnings when your carrier asks you to attend a trial or deposition?	Loss of Earning Reimbursement* — Reimburses insureds loss of earnings up to \$500 per insured person per day or \$15,000 per policy year for all insured persons while resolving a claim. All payments are outside of the limit and no deductible applies.	<b>√</b>	
Automatically include coverage for predecessor" entities?	<b>Predecessor Firms*</b> – Coverage extends to entities who were predecessor to the insured.	$\checkmark$	
Provide punitive or exemplary damages coverage allowed by law?	<b>Punitive or Exemplary Damages*</b> – Where allowed by law, punitive or exemplary damages are covered by the policy.	$\checkmark$	
Allow claims made during the policy term to be reported after the termination date?	<b>Pure Claims-Made Policy*</b> – Coverage is on a pure claims-made basis versus the traditional claims-made and reported approach.	$\checkmark$	
Provide worldwide coverage no matter where the work is done or the claim is made?	<b>Worldwide Coverage<sup>1</sup></b> – Applies to wrongful acts committed, and claims made, anywhere in the world.	<b>✓</b>	
Provide coverage for up to 90 days for a newly formed or acquired entity?	Automatic Acquisitions Coverage* – Coverage is automatically provided for an entity acquired or formed during the policy period for 90 days or until the expiration date, whichever is earlier, for wrongful acts committed on or after the acquisition or formation date.	<b>√</b>	
Include an "innocent persons" provision to protect you if you did not participate or have knowledge of criminal or dishonest conduct?	Innocent Insured Provision* – The Criminal, Dishonest, Fraudulent or Malicious Conduct exclusion does not apply to any insured person who did not participate in or have knowledge of such conduct or violation.	<b>√</b>	
Provide coverage to your spouses or domestic partner for your wrongful acts?	Spousal and Domestic Partner Coverage – Coverage is extended to spouses or domestic partners of insureds for claims arising from a wrongful act committed by an insured.	<b>√</b>	

<sup>\*</sup> New or enhanced coverage features

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