

Professional Liability Overview Policy Product Highlights for Agents and Brokers

Our Professional Liability policies protect your small business clients against third party claims for errors or omissions in the performance of their professional services. The Professional Liability policy covers economic or financial (non-physical) damages due to wrongful acts. Examples include reports, verbal advice, or practices of a profession which cause a financial loss to a business owner's customer or client.

Eligible Professions:

Accounting

Answering Service

Architects, Engineers and Draftsmen

Art/Dance/Drama/Music Therapists

Auctioneers

Audiologists

Excludes Hearing Test Centers

Barbers/Beauticians/Hairdressers

Exclusions: Administering injections, Chemical peels with solution strengths greater than 30%, Colon hydrotherapy services, Electrolysis services, Laser treatment services, Operation of saunas or steam rooms, Operation of tanning beds or booths, Permanent make-up services, Skin tag removal services, Tattoo service

Bookkeeping

Building Inspections

Cosmetologists/Estheticians/Nail Technicians

Exclusions: Administering injections, Chemical peels with solution strengths greater than 30%, Colon hydrotherapy services, Electrolysis services, Laser treatment services, Operation of saunas or steam rooms, Operation of tanning beds or booths, Permanent make-up services, Skin tag removal services, Tattoo service

Claims Adjusters

Court Reporters

CPR Training/First Aide Training

Dietician/Nutritionist

Document Preparation

Education Consulting

Event Planning/Promotion

Graphic Design

Health club facilities, physical fitness (Personal fitness training services)

Human Resources (HR) Consulting Hypnotist Services

Insurance Agents

Interior Design

Land Surveyors

Life/Career/Executive Coaching

Management/Business Consulting Marketing Consulting

Marriage and Family Therapist Mental Health Counselor

Massage Therapist

Notary Services

Occupational Therapist

Personal Concierge/Assistant

Photographers,

Excludes Unmanned aircraft (Drones)

Process Server

Property Management Psychologist

Public Relations

Real Estate Agents/Brokers

Referral Agencies or Services

Research Consulting

Safety Consulting

Software Copyright Infringement

Speech Therapist

Talent Agent

Tax Preparation

Technology Services/IT Consulting Training

Translating/Interpreting

Travel Agent

Tutoring

Yoga and Pilates Instructors

Professional Liability Limits of Insurance

Each Claim Limit

This is the most the carrier will pay for covered damages for any one claim.

Aggregate for All Claims

This is the most the carrier will pay for all claims reported during the policy year or the extended reporting period.

Claims-Made Policy Form

Our PL policy is written on a claims-made coverage form which covers only incidents you report during the policy period – or the extended reporting period – and that occur after the policy’s retroactive date.

Retroactive Date

This is a date in the past which is shown on the policy declarations page and from which the carrier has agreed to cover you. You can purchase coverage for up to 6 years prior to your policy effective date. If you elect not to cover your past acts, your policy retroactive date will be the same as your policy effective date.

Extended Reporting Period

The extended reporting period option (ERP) becomes available for purchase if your policy cancels mid-term or if it expires without being renewed. This option gives you an extended number of days after policy expiration in which to report claims. Our basic policy includes a 90-day ERP. You could also choose to purchase an optional ERP in yearly increments of 1 to 6 years.

Limit Options

Description	Available Limits
Each Claim Limit	\$25,000 / \$50,000 / \$250,000 / \$500,000 / \$1,000,000
Aggregate For All Claims	3x Each Claim Limit

Mandatory Countrywide PL Policy Forms

CTPL CW PL	Coterie Professional Liability Errors and Omissions Insurance Declarations
CTPL CW PL POLICY	Professional Liability Errors and Omissions Insurance Coverage Form
VARIOUS	Industry Services Endorsement (Based on The Selected Profession)

Professional Liability Limits of Insurance

- A. Based upon or arising out of any actual or alleged fraud, dishonesty, criminal conduct, or any knowingly wrongful, malicious, or intentional acts or omissions. Except, however: we will pay claim expenses until there is a final adjudication establishing such conduct, at which time you shall reimburse us for such claim expenses; and this exclusion shall not apply to otherwise covered intentional acts or omissions resulting in a personal injury.
- B. Based upon or arising out of any actual or alleged gaining of any profit or advantage to which you were not legally entitled.
- C. Based upon or arising out of any actual or alleged wrongful termination, retaliation or discrimination against or harassment of any past, present, future or potential employee of yours. This includes but is not limited to any violations of federal, state or local statutory or common law.
- D. Based upon or arising out of any actual or alleged wrongful act that:
 - 1. Was committed prior to the retroactive date;
 - 2. Has been the subject of any notice given under any other policy of which this policy is a renewal or replacement; or
 - 3. You had knowledge of prior to the policy period and had a reasonable basis to believe that such wrongful act could give rise to a claim.
- E. Brought by or on behalf of any federal, state or local government agency or professional or trade licensing organization. Except, however, this exclusion shall not apply to claims brought in their capacity as a client receiving your professional services.
- F. Brought by or on behalf of one insured against another insured.
- G. Brought by or on behalf of any person or entity over which or whom you maintain effective control.
- H. Based upon or arising out of any actual or alleged violation of the following laws, including any similar provisions of any federal, state or local statutory or common law:
 - The securities act of 1933 (as amended);
 - The securities exchange act of 1934 (as amended);
 - Any state blue sky or securities laws (as amended);
 - The racketeer influenced and corrupt organizations act, 18 u.S.C. § 1961 Et seq. (As amended);
 - The employee retirement income security act of 1974 (as amended); including any rules or regulations promulgated thereunder.
- I. Based upon or arising out of any actual or alleged obligation under the following:
 - Workers' compensation.
 - Unemployment compensation.
 - Employers liability or disability benefit law, or
 - Any similar provisions of any federal, state or local statutory or common law.
- J. Based upon or arising out of any actual or alleged liability of others that you assume under any contract, agreement or bailment unless such liability would have attached in the absence of such contract or agreement.
- K. Based upon or arising out of any actual or alleged bodily injury or property damage.
- L. Based upon or arising out of any actual, alleged or threatened discharge of pollutants. This includes any direction or request to test for, monitor, clean up, remove, mitigate, contain, treat, detoxify or neutralize pollutants.
- M. Based upon or arising out of any actual or alleged infringement of any copyright, trademark, trade dress, trade name, service mark, service name, title, slogan or patent or theft of trade secret.

- N. Based upon or arising out of any actual or alleged false or deceptive advertising of your goods or services or misrepresentation in advertising of your goods or services. This includes but is not limited to any wrongful description of prices of your goods or services or the quality or performance of your goods or services.
- O. Based upon or arising out of any actual or alleged breach of express warranties or guarantees.
- P. Based upon or arising out of any actual or alleged violation of any federal, state or local statutes, ordinances or regulations regarding or relating to any of the following:
- Unsolicited telemarketing.
 - Solicitations.
 - Emails.
 - Faxes.
- Any other communications of any type or nature, including but not limited to any “anti- spam” and “do-not-call” statutes, ordinances, or regulations.
- Q. Based upon or arising out of any actual or alleged failure to procure or maintain adequate insurance or bonds.
- R. Based upon or arising out of any actual or alleged failure to protect any non-public, personally identifiable information in your care, custody or control.
- S. Based upon or arising out of any actual or alleged actuarial services, medical or nursing services, insurance agent/broker services, legal services or services as an architect or engineer.
- T. Based on actual or alleged discrimination or actual or alleged sexual harassment by the insured.

Profession-specific exclusions apply. See coterie producer resources page for details.

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