## **Accountants Professional Liability Plan**

## **Coverage Features**

Subpoena Response Assistance is supplemental coverage for attorney fees to assist with response to a subpoena for documents, deposition or trial testimony if no "claim" or lawsuit has been made to which the insured is a party.\* There is no deductible and it doesn't reduce the policy limit.

**Disciplinary and Regulatory Proceeding Expense Reimbursement** for expenses incurred by insured 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.

**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.

**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.

**Personal Fiduciary Coverage** protects insureds who are an executor, administrator, or representative of an estate.

Crisis Event Expense Reimbursement for consulting services of a public relations firm incurred in response to a crisis event that has had a material adverse impact on the insured's reputation. A crisis event includes the death or departure of principal, potential dissolution of the insured, workplace violence, or other event that has a material adverse effect on the insured's reputation. Limits are \$10,000/\$30,000. All payments are outside of the limit and no deductible applies.

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).

**Loss of Earnings Reimbursement** for 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.

**Automatic ERP** will apply if coverage is terminated and not replaced 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.

Automatic Acquisitions 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.

Innocent Insured Provision protects the insured from the criminal, dishonest, fraudulent or malicious conduct exclusion if the insured did not participate in or have knowledge of such conduct or violation.

NOW AVAILABLE TO THE MBERS

**Pure Claims-Made Policy** coverage allows claims made during the policy term to be reported after the termination date instead of the traditional claims-made and reported approach.

**Broad Professional Services Definition** includes accountant or accounting consultant, investment advisor, enrolled agent, personal fiduciary, and arbitrator/mediator.

**Limited Client Equity or Management Position Coverage** provides inclusion to management positions or client equity for non-audit and review clients, and up to 10 percent equity for audit and review clients.

**Limited Trustee Coverage** protects the insured while acting as a trustee of an individual, family or charitable trust.

**Limited Claims Knowledge** protects the insured by applying the knowledge of claim or circumstance limitation only if a principal insured had knowledge on initial knowledge date specified on Declarations.

**Enhanced Settlement Clause** provides for 50 percent sharing of amounts incurred after a rejected settlement opportunity.

**Punitive or Exemplary Damages** are covered by the policy, where allowed by law.

**Worldwide Coverage**<sup>1</sup> applies to wrongful acts committed, and claims made, anywhere in the world.

**Spousal and Domestic Partner Coverage** is extended to the insured's spouse or domestic partner for claims arising from a wrongful act committed by an insured.

It's easy to apply. Just contact WAA for an application. If you have any questions, please call Ladonna Filler with Forrest T. Jones & Company at (800)821-7303 ext. 1157

<sup>1</sup> No coverage is provided for any loss or exposure located in a country or territory which, now or in the future, is subject to United States trade or economic sanctions or embargo, or for which coverage is prohibited under other laws of the United States.

This material does not amend, or otherwise affect the provisions or coverages of any insurance policy issued. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability or coverage referenced in this document can depend on underwriting qualifications and state regulations.

\* Subject to state approval.





Administered by:

