



**ALLEGIANCE**  
EXECUTIVE & PROFESSIONAL  
LIABILITY INSURANCE SERVICES, INC.

## Allegiance Miscellaneous Professional Liability Policy Coverage Highlights

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**T**HE INSURANCE FOR THIS product is underwritten by certain underwriters at Lloyd's. Allegiance Underwriting Group, Inc. arranges this insurance as a coverholder at Lloyd's. Allegiance Underwriting Group only transacts business in the State of California as Allegiance Executive & Professional Liability Insurance Services, Inc.

The descriptions contained in this broker communication are for preliminary informational purposes only. The product is available only on a surplus lines basis through licensed surplus lines brokers. The publication and delivery of the information contained herein is not intended as a solicitation for the purchase of insurance on any risk. The exact coverage afforded by the products described herein is subject to and governed by the terms and conditions of each policy issued. Any insured or applicant for this insurance should read the actual policy wording carefully and consult with their agent, broker, or a qualified attorney with any questions regarding coverage. Items appearing in bold face type are definitions in the actual policy or in the actual endorsement attached to the policy. The words "you" and "your" refer to the Insured. The word "Insured" means any person or organization qualifying as such under the definition in the policy. The words "we," "us," and "our" refer to the Underwriters providing this insurance.

### Miscellaneous Professional Liability Policy

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Allegiance's miscellaneous professional liability "MPL" policy is a specialized product targeting companies/professionals with various professional liability exposures.



## Coverage Overview

- We shall pay on your behalf all Loss in excess of the applicable Self-Insured Retention that you shall become legally obligated to pay as the result of any **Claim** for a **Miscellaneous Professional Services Wrongful Act** first made against you during the **Policy Period** and reported to us pursuant to Section VIII. of this Policy, provided that the actual or alleged **Miscellaneous Professional Services Wrongful Act** was first committed or occurred on or after the **Retroactive Date**.
- For the purposes of this **Policy** and Insuring Agreement, **Miscellaneous Professional Services Wrongful Act** shall mean the conduct or alleged conduct by you or any person for whom you are legally responsible in the rendering of, or failure to render, **Miscellaneous Professional Services** that results in a **Claim** alleging the following:
  1. Negligent act, error or omission or breach of duty to use reasonable care, or negligent misrepresentation;
  2. Defamation or other tort related to disparagement or harm to character, reputation or feelings of any person or organization;
  3. False arrest, detention or imprisonment, or malicious prosecution;
  4. Invasions or infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping.

- **Miscellaneous Professional Services** means your business services, activities, advice, or products performed in the ordinary course of your business for others for a fee or other consideration pursuant to a contract and are limited to those **Miscellaneous Professional Services** described in the **Application** for this **Policy** and in Item 8. of the Declarations.

## Insured Overview

- **Insured** includes the **Insured Company**, **Insured Persons**, and any **Insured Subsidiary** that was so owned or controlled prior to the inception date of this **Policy**.
- Coverage provided for any **Insured Subsidiary** that becomes so owned or controlled after the inception date of this **Policy** provided such entity's annual gross revenue does not exceed 15% of the **Insured Company's** consolidated annual gross revenue at the inception date of this **Policy**.

- **Insured Persons** means:
  1. all persons who were, now are, or shall be principals, partners, officers, directors, managers, member managers, trustees, governors, medical directors, employees (including but not limited to full-time, part-time, intern, or volunteers), members of the staff, faculty, or duly constituted committee of the **Insured Company**;
  2. a leased employee, or any person, to the extent such person was acting as an independent contractor for the **Insured Company**, but only as respects such leased employee or person's work or services for or on behalf of the **Insured Company** and provided the **Insured Company** had agreed in writing to indemnify such person as an independent contractor prior to the time a covered **Claim** was first made against such person; or
  3. any other individual person or entity specifically identified by endorsement to this **Policy**.



## Summary of Important Definitions

- **Claim includes** 1. a written demand received by you for money or services, including the service of a suit or institution of arbitration proceedings or other alternative dispute resolution proceedings; 2. a threat or initiation of a suit seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction) against you; 3. any written request to toll or waive the statute of limitations.
- Covered **Loss** includes damages, judgments, pre- and post- judgment interest, settlements consented to by us, punitive damages where insurable by law, and **Defense Costs** incurred by us or by you with our consent, but shall not include the items noted in the policy form, please see policy form.

## Claims Reporting Requirements

- **Claims** made and reported **Policy**
- **Policy** requires written notice of any **Claim** as soon as practicable after any **Insured** who is director, officer, principal, partner, managing member, general counsel, risk manager or human resource manager, first becomes aware that the **Claim** has been made, but in no event later than sixty (60) days after the expiration of the **Policy**.

## Other Terms and Conditions

- Conduct exclusion with a judgment or other final adjudication standard
- Duty to defend policy
- Waiver of Self-Insured Retention responsibility on account of **Financial Impairment**
- 75/25 settlement clause
- Spousal and domestic partner coverage extension
- Coverage applies to **Miscellaneous Professional Services Wrongful Acts** taking place, and **Claims** made, anywhere in the world
- Extended reporting period available for a policy cancellation or non-renewal at 12 months for 150%
- **Policy** can be cancelled by Underwriters for non-payment of premium only

## Contact Information

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